

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ

စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း
ဆောင်ရွက်ရန်အတွက်

ရင်းနှီးမြှုပ်နှံလိုသူ၏
လုပ်ငန်းအဆိုပြုချက်

“မြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အိုမက်(ဖ်) ပါဝါ ကုမ္ပဏီ လီမိတက်”

INVESTMENT PROPOSAL

FOR

ELECTRICITY GENERATING FROM RICE HUSKS

UNDER MYANMAR INVESTMENT LAW

IN

THE REPUBLIC OF THE UNION OF MYANMAR

"MYAUNG MYA FM BIOMASS POWER CO., LTD."

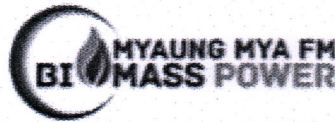
မာတိကာ

အမှတ်စဉ်

အကြောင်းအရာ

- ၁။ အတည်ပြုချက် ရယူရန် ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုချက် ပေးပို့တင်ပြခြင်း။ (မူရင်း)
- ၂။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်မည့် လုပ်ငန်းအကျဉ်းအား ရှင်းလင်းတင်ပြခြင်း။ (မူရင်း)
- ၃။ ပုံစံ (၄-ခ) (မူရင်း)
- ၄။ ပုံစံ (၆) (မူရင်း)
- ၅။ ပုံစံ (၇-ခ) (မူရင်း)
- ၆။ ဒါရိုက်တာများစာရင်း (နောက်ဆက်တွဲဇယား -၁)
- ၇။ နှစ်စဉ် လောင်စာဆီ လိုအပ်ချက် (နောက်ဆက်တွဲဇယား - ၂)
- ၈။ နှစ်စဉ်ကုန်ကြမ်း လိုအပ်ချက် (နောက်ဆက်တွဲဇယား - (၃) မှ (၃ က))
- ၉။ လိုအပ်သော ပြည်တွင်းဝန်ထမ်းအင်အားနှင့် လစာ (နောက်ဆက်တွဲဇယား - ၄)
- ၁၀။ ထုတ်လုပ်မှုပမာဏနှင့်ဝင်ငွေ (နောက်ဆက်တွဲဇယား - (၅) မှ (၅ က))
- ၁၁။ အရှုံးအမြတ်စာရင်း (နောက်ဆက်တွဲဇယား - (၆) မှ (၆ ခ))
- ၁၂။ အရင်းကြေကာလတွက်ချက်မှု (နောက်ဆက်တွဲဇယား - (၇) မှ (၇ က))
- ၁၃။ ရင်းနှီးမြှုပ်နှံမှုပေါ်မှ ရရှိလာမည့် အကျိုးအမြတ် နှင့် အသားတင်တန်ဖိုး တင်ပြချက်
(နောက်ဆက်တွဲဇယား - ၈)
- ၁၄။ လုပ်ငန်းလည်ပတ်ရန် လိုအပ်သော ရင်းနှီးမြှုပ်နှံမှု နှင့် ငွေသားစီးဆင်းမှုအခြေအနေ
- ၁၅။ နိုင်ငံတော်အားထည့်ဝင်မည့် အခွန်ပြဇယား
- ၁၆။ ဝယ်ယူရန်ရှိသော စက်ပစ္စည်းများ (နောက်ဆက်တွဲဇယား - က)
- ၁၇။ လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ။ (မူရင်း)
- ၁၈။ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ။ (မူရင်း)
- ၁၉။ တိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ဧရာဝတီတိုင်းဒေသကြီးမှ စီမံကိန်းပြုလုပ်ရန်အတွက် သဘောထားမှတ်ချက်
ပေးပို့ခြင်း (မိတ္တူ)
- ၂၀။ Block Diagram for Rice Husk Generation

- ၂၁။ မြေငှားစာချုပ် ၊ ဌာနရမ်းသောမြေ နှင့်စပ်လျဉ်းသော စာရွက်စာတမ်းများ။ (မိတ္တူ)
- ၂၂။ လုပ်ငန်းလုပ်ကိုင်မည့် မြေနေရာ၏ ဓါတ်ပုံများ
- ၂၃။ စက်ရုံအဆောက်အအုံ ဆောက်လုပ်ခြင်းအတွက် သက်ဆိုင်ရာစာရွက်စာတမ်းများ။ (မိတ္တူ)
- ၂၄။ နိုင်ငံကူးလက်မှတ်များ နှင့် နိုင်ငံသားစိစစ်ရေးကဒ် (မိတ္တူ)
- ၂၅။ မြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီလီမိတက်၏ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် နှင့်
Form of Permit (Form 1) (မိတ္တူ)
- ၂၆။ မြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီလီမိတက်၏ ပုံစံ (၆) နှင့် ပုံစံ (၂၆) (မိတ္တူ)
- ၂၇။ မြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီလီမိတက်၏ ငွေကြေးအထောက်အထား (မိတ္တူ)
- ၂၈။ မြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီလီမိတက်၏ သင်းဖွဲ့ မှတ်တမ်း၊ သင်းဖွဲ့ စည်းမျဉ်း။
(မိတ္တူ)
- ၂၉။ Joint Venture Agreement (မိတ္တူ)
- ၃၀။ Power Purchase Agreement (မိတ္တူ)
- ၃၁။ Feedstock Supply Agreement (မိတ္တူ)
- ၃၂။ Fujita Corporation နှင့် စပ်လျဉ်းသောစာရွက်စာတမ်းများ
- ၃၃။ Myanmar Agribusiness Public Corporation (MAPCO) Limited နှင့် စပ်လျဉ်းသော စာရွက်စာတမ်းများ



Myaung Mya FM Biomass Power Co., Ltd
 Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
 Myaung Mya District, Ayeyarwaddy Region, Myanmar
 Tel. 95-1-373634

သို့

ဥက္ကဋ္ဌ

ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ။ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ (၂၁) ရက်။

အကြောင်းအရာ ။ ။ အတည်ပြုချက် ရယူရန် ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုချက် ပေးပို့တင်ပြခြင်း။

လေးစားရပါသောလူကြီးမင်းခင်ဗျား ။ ။

၁။ ကျွန်တော်တို့၏ “မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်” “MYAUNG MYA FM BIOMASS POWER CO., LTD.” ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြခရိုင်၊ မြောင်းမြမြို့နယ်၊ မုဆိုးကွင်း၊ အမှတ်(၂၂)၊ နန်းချောင်းတောင်ကျေးရွာ ၏ ဧရိယာ (၁.၇၆၆ ဧက) (၇,၁၅၁ စတုရန်းမီတာ) အကျယ်အဝန်းမြေကွက်ပေါ်တွင် စက်ရုံတည်ဆောက်ကာ “စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း” ဆောင်ရွက်ရန် (Manufacturing Industry) အဖြစ် လုပ်ကိုင်ခွင့်အား ဖက်စပ်လုပ်ငန်းအနေဖြင့် ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီသို့ အတည်ပြုလျှောက်ထားလွှာ ပေးပို့တင်ပြလျှောက်ထားသော ကုမ္ပဏီ ဖြစ်ပါသည်။

၂။ “မြောင်းမြ အက်(စ်)အမ် ဘိုင်အိုမက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်” “MYAUNG MYA FM BIOMASS POWER CO., LTD.” သည် မြန်မာနိုင်ငံတွင် အများပိုင်ကုမ္ပဏီအဖြစ် ဖွဲ့စည်းတည်ထောင်ထားသော “MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED.” မှ (၂၀%) နှင့် ဂျပန်နိုင်ငံတွင် ဖွဲ့စည်းတည်ထောင်ထားသော “FUJITA CORPORATION” မှ (၈၀%) တို့ပါဝင် ဖွဲ့စည်းတည်ထောင်ထားသော ဖက်စပ်ကုမ္ပဏီဖြစ်ပါသည်။ သို့ဖြစ်ပါ၍ ဆန်စပါးကြိတ်ခွဲရာတွင် ဘေးထွက်ပစ္စည်း ဖြစ်သော စပါးခွံကို အဆင့်မြင့် နည်းပညာများ၊ ခေတ်မှီစက်ကိရိယာများအသုံးပြု၍ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ကာ ပြည်တွင်းတွင် (၁၀၀) ရာခိုင်နှုန်း ဖြန့်ဖြူးရောင်းချရန် ရည်မှန်းလျက် ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီသို့ အတည်ပြုလျှောက်ထားလွှာ ပေးပို့တင်ပြလျှောက်ထားခြင်းဖြစ်ပါသည်။

ရိုသေလေးစားစွာဖြင့်

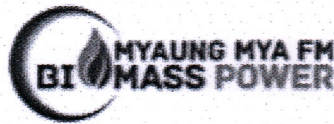
လျှောက်ထားသူ

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-373634

To

Chairman

Ayeyarwaddy Region Investment Committee

Dated : 21-6-2017

Subject : **Submission of Investment Proposal for getting Endorsement**

Dear Respectful Sir,

1. Our company, "MYAUNG MYA FM BIOMASS POWER CO., LTD." is a joint venture company for doing the manufacturing industry with business activity of "Electricity Generating from Rice Husks" in the Republic of the Union of Myanmar. Our "MYAUNG MYA FM BIOMASS POWER CO., LTD." is situated at Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, The Republic of the Union of Myanmar and our land area is (1.766) Acres (7,150 sqm). We would like to request to get an Endorsement from Ayeyarwaddy Region Investment Committee for doing subjected business, "Electricity Generating from Rice Husks".

2. "MYAUNG MYA FM BIOMASS POWER CO., LTD." is a joint venture company which is contributed by (20%) from "MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED." (incorporated in the Republic of the Union of Myanmar as a Public Company) and (80%) from "FUJITA CORPORATION" (incorporated in Japan). So, we submit the proposal to take Endorsement from Ayeyarwaddy Region Investment Committee for doing Electricity Generating from rice husks which is by- product from rice milling by using advanced technology and machines in Myanmar and we planned to sell and distribute (100 %) of our produced electricity in local market.

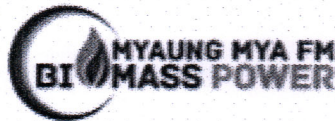
Yours' truly,
With Regards,

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.



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Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
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Tel. 95-1-373634

သို့

ဥက္ကဋ္ဌ

ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

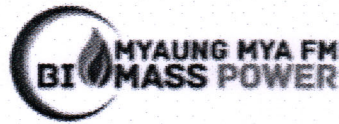
ရက်စွဲ ။ ။ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ (၂၁) ရက်။

အကြောင်းအရာ ။ ။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်မည့် လုပ်ငန်းအကျဉ်းအား ရှင်းလင်းတင်ပြခြင်း။

လေးစားရပါသောလူကြီးမင်းခင်ဗျား ။ ။

၁။ အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ကျွန်တော်တို့၏ "မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်" "MYAUNG MYA FM BIOMASS POWER CO., LTD." သည် ၂၀၁၇-ခုနှစ်၊ မတ်လ၊ (၁၃) ရက်နေ့၌ မြန်မာနိုင်ငံတွင် အများပိုင်ကုမ္ပဏီအဖြစ် ဖွဲ့စည်းတည်ထောင်ထားသော "MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED." မှ (၂၀%) နှင့် ဂျပန်နိုင်ငံတွင် ဖွဲ့စည်းတည်ထောင်ထားသော "FUJITA CORPORATION" မှ (၈၀%) တို့ပါဝင်လျက် ဖက်စပ်ကုမ္ပဏီ အဖြစ်ဖွဲ့စည်းတည်ထောင်ထားသော ကုမ္ပဏီဖြစ်ပါသည်။ "MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED." ၏ ကိုယ်စားပြုဒါရိုက်တာမှာ ဦးရဲမင်းအောင်(၁၂/တမန(နိုင်) ၀၉၄၅၈၂) ဖြစ်ပြီး "FUJITA CORPORATION" ၏ ကိုယ်စားပြုဒါရိုက်တာများမှာ Mr. Saeki Yoshio (PP No. TK3455209, Japanese) ၊ Mr. Ishii Tomohiro (PP No. MU3912615, Japanese) နှင့် Mr. Inoue Shoichi (PP No. TH7677871, Japanese) တို့ဖြစ်ပါသည်။

၂။ ကျွန်တော်တို့၏ ကုမ္ပဏီသည် ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြခရိုင်၊ မြောင်းမြမြို့နယ်၊ မုဆိုးကွင်း၊ အမှတ်(၂၂)၊ နန်းချောင်းတောင်ကျေးရွာရှိ ဧရိယာ (၁.၇၆၆ ဧက) (၇.၁၅၀ စတုရန်းမီတာ) အကျယ်အဝန်းရှိ သောမြေကွက်ပေါ်တွင် စက်ရုံ တည်ဆောက်ကာ "စပါးစွဲမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း" ဆောင်ရွက်ရန် လုပ်ကိုင်ခွင့်အား ဖက်စပ်လုပ်ငန်းအနေဖြင့် ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီသို့ အဆိုပြု လျှောက်ထားလွှာ ပေးပို့တင်ပြလျှောက်ထားသော ကုမ္ပဏီဖြစ်ပါသည်။ ထိုသို့ ထုတ်လုပ်ရာတွင် အဓိကအားဖြင့် ပြည်တွင်း၌ပိုမိုလျှော့နေသော ဘေးထွက်ပစ္စည်းများဖြစ်သည့် စပါးစွဲများကို အဓိကကုန်ကြမ်းအဖြစ်ဝယ်ယူမည်ဖြစ်ပြီး၊ ခေတ်မှီစက်ကိရိယာများနှင့် တာဘိုင်ဆီတို့ကိုပြည်ပမှတင်သွင်းလျက် အဆင့်မြင့်နည်းပညာများအသုံးပြုပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်သွားမည်ဖြစ်ပါသည်။ ထုတ်လုပ်သည့်လျှပ်စစ်ဓါတ်အား (၁၀၀) ရာခိုင်နှုန်းကို ပြည်တွင်းတွင် ဖြန့်ဖြူးရောင်းချသွားရန် ရည်မှန်းချက်ထားရှိပါသည်။ ဤလုပ်ငန်းတည်ထောင်ဆောင်ရွက်ခြင်း အားဖြင့် ၊ ပြည်တွင်းလျှပ်စစ်ဓါတ်အားလိုအပ်ချက်ကို တစ်ဖက်တစ်လမ်းမှ ဖြည့်ဆည်းပေးနိုင်မည်ဖြစ်ခြင်း ၊ အဆင့်မြင့်နည်းပညာများလွှဲပြောင်းပေးနိုင်မည်ဖြစ်ခြင်း၊ မြန်မာနိုင်ငံသားများအတွက် အလုပ်အကိုင်အခွင့် အလမ်းများရရှိစေနိုင်ခြင်းနှင့် ဧရာဝတီတိုင်းဒေသကြီး၏ စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုကို အထောက်အကူဖြစ်စေ ခြင်း ၊ စသည့် အကျိုးကျေးဇူးများကိုလည်း ရရှိစေနိုင်မည် ဖြစ်ပါသည်။



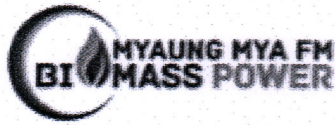
Myaung Mya FM Biomass Power Co., Ltd
 Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
 Myaung Mya District, Ayeyarwaddy Region, Myanmar
 Tel. 95-1-373634

၃။ ကျွန်တော်တို့၏ ကုမ္ပဏီသည် အထက်ဖော်ပြပါလုပ်ငန်းအား လုပ်ကိုင်ဆောင်ရွက်ရန်အတွက် မတည်ရင်းနှီးငွေကို အမေရိကန်ဒေါ်လာ (၄,၉၉၀,၀၀၀.၀၀) ထားရှိကာ ကနဦးရင်းနှီးမြှုပ်နှံခြင်း အမေရိကန် ဒေါ်လာ (၃,၆၈၄,၈၉၀.၀၀) အား ငွေကြေးတန်ဖိုးအားဖြင့် ရင်းနှီးမြှုပ်နှံမည်ဖြစ်ပါသည်။ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်မှုအတွက် လိုအပ်သော စက်ပစ္စည်းများ၊ လိုအပ်သော အဆောက်အဦး တည်ဆောက်ခြင်းများအား ထိုရင်းနှီးငွေဖြင့် သုံးစွဲသွားရန် စီစဉ်ထားရှိပါသည်။ နောင်တွင် ထပ်မံရင်းနှီးမြှုပ်နှံရန် လိုအပ်လာပါကလည်း လိုအပ်သောစက်ပစ္စည်းများတင်သွင်းခြင်း ၊ လုပ်ငန်းမှအမြတ်ငွေကိုပြန်လည် ရင်းနှီးမြှုပ်နှံခြင်းများအား ခွင့်ပြုမိန့် တောင်းခံတင်ပြဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

၄။ ကျွန်တော်တို့ကုမ္ပဏီ၏ ငွေကြေးတန်ဖိုးအားဖြင့် ရင်းနှီးမြှုပ်နှံမည့် ကနဦးရင်းနှီးမြှုပ်နှံခြင်းငွေ အမေရိ ကန်ဒေါ်လာ (၃,၆၈၄,၈၉၀.၀၀) အား ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း တည်ဆောက်မှုကာလ သို့မဟုတ် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ပြင်ဆင်ကာလ (၂နှစ်) အတွင်းတွင် အောက်ပါဇယားအတိုင်း ရင်းနှီးထားရှိမည်ဖြစ်ပါသည်။

စဉ်	ရင်းနှီးမြှုပ်နှံမှု ထည့်ဝင်မည့် ကုမ္ပဏီအမည်နှင့် ရင်းနှီးမြှုပ်နှံမှု အမျိုးအစား	ရင်းနှီးငွေ ထည့်ဝင်မည့် ရာခိုင်နှုန်း	ရင်းနှီးငွေ ထည့်ဝင်မည့် ပမာဏ (နိုင်ငံခြားငွေ)
၁	"MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED." မှ ထည့်ဝင်မည့် ငွေကြေးတန်ဖိုးအားဖြင့် ရင်းနှီးမြှုပ်နှံမှုပမာဏ	၂၀%	၇၃၆,၉၇၈.၀၀
၂	"FUJITA CORPORATION" မှ လှူဆောင်လာမည့် ငွေကြေးတန်ဖိုးအားဖြင့် ရင်းနှီးမြှုပ်နှံမှုပမာဏ	၈၀%	၂,၉၄၇,၉၁၂.၀၀
	စုစုပေါင်း ရင်းနှီးငွေ (အမေရိကန်ဒေါ်လာ)		၃,၆၈၄,၈၉၀.၀၀

၅။ ကျွန်တော်တို့၏ လျှပ်စစ်ဓါတ်အားထုတ်လုပ်မှုလုပ်ငန်း ဆောင်ရွက်ရာတွင် လိုအပ်သောဝန်ထမ်းများကို ပြည်တွင်းရှိ အတတ်ပညာရှင်များ၊ လုပ်သားအင်အားများကိုအဓိက အသုံးပြု၍ ထုတ်လုပ်သွားမည်ဖြစ်ပါသည်။ ထို့ကြောင့် ဖော်ပြပါ လျှပ်စစ်ဓါတ်အားထုတ်လုပ်မှုလုပ်ငန်း ဆောင်ရွက်ခွင့်ရရှိပါက မြန်မာနိုင်ငံသားဝန်ထမ်းများ (၁၉) ဦးခန့် အလုပ်အကိုင်များ ရရှိကြမည်ဖြစ်ပါသည်။ နောင်အချိန်တွင် လုပ်ငန်းတိုးချဲ့ဆောင်ရွက်သွားမည် ဖြစ်ပြီး ထိုသို့လုပ်ငန်းတိုးချဲ့ဆောင်ရွက်ပါက မြန်မာနိုင်ငံသားများ ပိုမို၍အလုပ်အကိုင်ရရှိကြပြီး တစ်ဘက် တစ်လမ်းမှလည်း နိုင်ငံတော်၏ ဘဏ္ဍာငွေတိုးတက်ရေးကို လုပ်ငန်းမှ ဝင်ငွေခွန်များ ပေးဆောင်ခြင်းဖြင့် လည်းကောင်း ၊ ဝန်ထမ်းလစာများ အခွန်ထမ်းဆောင်ခြင်းဖြင့် လည်းကောင်း၊ နိုင်ငံတော်အခွန်များတိုးတက်ရရှိ နိုင်ကြောင်း လေးစားစွာဖြင့် တင်ပြအပ်ပါသည်။



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-373634

၆။ သို့ဖြစ်ပါ၍ ကျွန်တော်တို့ကုမ္ပဏီနှင့်အတူ ပူးပေါင်းဆောင်ရွက်ပေးခြင်းကို ကျေးဇူးအထူးပင်တင်ရှိပြီး ကျွန်တော်တို့ "မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်" "MYAUNG MYA FM BIOMASS POWER CO., LTD." ၏ အတည်ပြုလျှောက်ထားလွှာကို ဆောလျှင်စွာ အတည်ပြုမိန့် ခွင့်ပြုပေးပါရန် မေတ္တာရပ်ခံ တင်ပြအပ်ပါသည်။

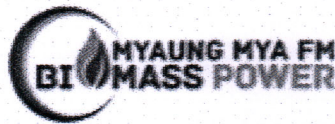
ရိုသေလေးစားစွာဖြင့်
လျှောက်ထားသူ

井上 祥 —

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-373634

To

Chairman

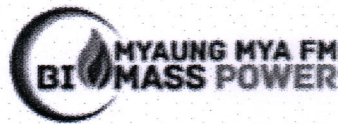
Ayeyarwaddy Region Investment Committee

Dated: 21-6-2017

Subject: **Submission of the Brief Business Proposal to Ayeyarwaddy Region Investment Committee**

Dear Respectful Sir,

1. Regarding about above subject matter, our company, **"MYAUNG MYA FM BIOMASS POWER CO., LTD."** is registered on (13th) day of the month March, 2017 as a joint venture company which is contributed by (20%) from **"MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED."** (incorporated in the Republic of the Union of Myanmar as a public company) and (80%) from **"FUJITA CORPORATION"** (incorporated in Japan). The representative directors are U Ye Min Aung (12/Ta Ma Na (N) 094582) from MAPCO and Mr. Saeki Yoshio (PP No. TK3455209, Japanese), Mr. Ishii Tomohiro (PP No. MU3912615, Japanese) and Mr. Inoue Shoichi (PP No. TH7677871, Japanese) from FUJITA.
2. Our company's business place is situated at Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, The Republic of the Union of Myanmar and our land area is (1.766) Acres (7,150 sqm) to do business activity of **"Electricity Generating from Rice Husks"**. In this production process, we will buy "Rice Husks" as main raw materials from local market and will import Turbine Generator Oil and required machinery from Foreign for doing subjected business with advanced technology and machines in Myanmar. We planned to sell and distribute (100 %) of electricity which we produced in local market. According to the setting up of our business, there will be many benefits such as the fulfillment of local electricity requirement, transferring of high technology, employment opportunities for Myanmar citizens and supporting business development for Ayeyarwaddy Region.



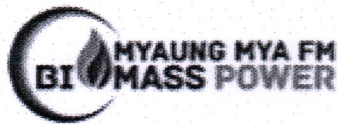
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Tel. 95-1-373634

3. Our company defined the authorized capital of USD (4,990,000.00) and the initial investment will do with the amount of USD (3,684,890.00) and the whole initial capital investment will invest in cash. Our company will use that investment money for buying of required machinery and equipment and construction works including building construction. We will request the permission again if we need to invest more machines in the future and also reinvestment process in the future.

4. The whole initial capital investment amount USD (3,684,890.00) will be invested in cash within **investment construction period or investment preparatory period (2 Years)** due to the following schedule:

No.	Types of Investment and Invested Company	Invested Ratio	Invested Amount (US\$)
1	In Cash amount to be contributed from "Myanmar Agribusiness Public Corporation (Mapco) Limited."	20%	736,978.00
2	In Cash amount to be brought in from "FUJITA CORPORATION"	80%	2,947,912.00
	Total Investment Amount		3,684,890.00

5. We will hire technicians and also general workers locally for doing the business activity of "Electricity Generating from Rice Husks". Therefore, (19) local people will have job opportunities if we are allowed to do this proposed business. We have a plan to expand our business after a couple of years. If it will happen, Myanmar citizens will have more job opportunities and it will help to increase country's income by getting personal tax and income tax of the company.



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-373634

6. I would like to thank you in advance for your kind cooperation and I am very much appreciated for your approval as an endorsement for doing above mentioned proposed business activity.

Yours' truly,
With Regards,

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.

အတည်ပြုလျှောက်ထားလွှာ



သို့

ဥက္ကဋ္ဌ

ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ်

mmfmbp/ 01/2017

ရက်စွဲ

၂၀၁၇ ခုနှစ်၊ ဇွန်လ (၂၁) ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၃၇ နှင့်အညီ အောက်ဖော်ပြပါအချက်အား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် - Myaung Mya FM Biomass Power Co., Ltd.

(Represented Proposed Director - Mr. Inoue Shoichi (PP No. TH7677871))

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် - ၁၁၃၁ အက်စ်စီ / ၂၀၁၆ - ၂၀၁၇ (ရက) (၁၃.၃.၂၀၁၇)

ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ်

အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် -

(ဂ) နိုင်ငံသား

(ဃ) နေရပ်လိပ်စာ/မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ - ဇနီးချောင်းတောင်ကျေးရွာ၊ အမှတ်(၂၂)

မုဆိုးကွင်း၊ မြောင်းမြမြို့နယ်၊မြောင်းမြခရိုင်၊ ဧရာဝတီတိုင်းဒေသကြီး။

(င) တယ်လီဖုန်း /ဖက်စ် /အီးမေးလ်လိပ်စာ - (၉၅၁) ၃၇၃၆၃၄ ၊ sinoue@fujita.co.jp

(စ) လုပ်ငန်းအမျိုးအစား (အသေးစိတ်ဖော်ပြပေးရန်) - Electricity Generating from Rice Husks

(စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ - ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်

(က) အမည် -

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် -

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် / နိုင်ငံကူးလက်မှတ်အမှတ် -

(ဃ) နိုင်ငံသား -

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ -

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

井上 祥一

Mr.Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



(စ) တယ်လီဖုန်း / ဖက်စ် -

(ဆ) အီးမေးလ်လိပ်စာ -

井上 祥一

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာခိုင်နှုန်းပြည့် ☒ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံ တစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအမျိုး - ၂၀ %

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအမျိုး %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအမျိုး - ၈၀ %

၄။ အစုရှယ်ယာ ၁၀% နှုန်းနှင့် အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
လိုအပ်သော အချက်အလက်များအား Annexure No. I တွင်ဖော်ပြထားပါသည်။			

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့် သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း - အမေရိကန်ဒေါ်လာ ၄,၉၉၀,၀၀၀.၀၀

(ခ) အစုရှယ်ယာအမျိုးအစား - သာမန်အစုရှယ်ယာ

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ - အမေရိကန်ဒေါ်လာ တစ်ဒေါ်လာတိတိတန် အစုရှယ်ယာပေါင်း (၄,၉၉၀,၀၀၀)

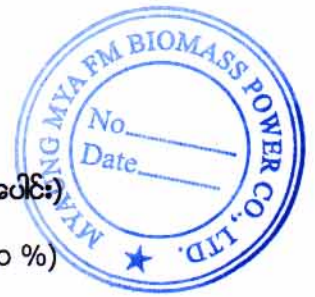
မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/ သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း

ပူးတွဲတင်ပြရန်

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

US\$ (သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်မည့်မတည်ငွေရင်း

၀.၇၃၇ (၂၀ %)

ပမာဏ/ ရာခိုင်နှုန်း

(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း

၂.၉၄၈ (၈၀%)

ပမာဏ/ ရာခိုင်နှုန်း

စုစုပေါင်း

၃.၆၈၅ (၁၀၀ %)

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း

- (၅၀) နှစ် နှင့် တစ်ဆက်တည်း သက်တမ်းတိုးခွင့်
(၁၀) နှစ် နှစ်ကြိမ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ (များ)/ တည်နေရာ - နန်းချောင်းတောင်ကျေးရွာ၊ အမှတ်(၂၂)၊
မုဆိုးကွင်း၊ မြောင်းမြမြို့နယ်၊ မြောင်းမြခရိုင်၊ ဧရာဝတီတိုင်းဒေသကြီး။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ ပမာဏ - အမေရိကန်ဒေါ်လာ ၃,၆၈၄,၈၉၀.၀၀

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ☐ ရှိ၊ ☒ မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

.....
.....

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း
ရှိ/မရှိ ဖော်ပြရန်။

☒ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☒ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

ဧရာဝတီတိုင်းဒေသကြီး

井上 祥一

လျှောက်ထားသူလက်မှတ်၊

井上 祥一

အမည်၊

Mr. Inoue Shoichi

ရာထူး၊

Proposed Director

ဌာန/ကုမ္ပဏီတံဆိပ်၊

Myaung Mya FM Biomass Power Co., Ltd.

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိကြောင်း အာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။



လျှောက်ထားသူလက်မှတ်၊	井上 祥一
အမည်၊	Mr. Inoue Shoichi
ရာထူး၊	Proposed Director
ဌာန/ကုမ္ပဏီတံဆိပ်၊	Myaung Mya FM Biomass Power Co., Ltd.

井上 祥一
Mr. Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

ရင်းနှီးမြှုပ်နှံမှု
ဦးစီးဌာန
ရင်းနှီးမြှုပ်နှံမှု
ဦးစီးဌာန
ရင်းနှီးမြှုပ်နှံမှု
ဦးစီးဌာန



Endorsement Application Form

To,

Chairman ★

Ayeyarwaddy Region Investment Committee

Reference No. mmfmbp/ 01/2017

Date – 21st June 2017

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-

- (a) Name: **Myaung Mya FM Biomass Power Co., Ltd.**
(Represented Proposed Director – Mr. Inoue Shoichi (PP No. TH7677871))
- (b) Company Registration No/ ID No/ : 1131 FC of 2016-2017 (YGN) (13.3.2017)
National Registration Card No/ Passport
- (c) Citizenship:
- (d) Address/ Address of Registered Office: Danone Chaung Taung Village, No. 22,
Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region.
- (e) Phone/ Fax/ E-mail: (951) 373634 , sinoue@fujita.co.jp
- (f) Type of Business (to describe in detail): Electricity Generating from Rice Husks
(စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)

Note: The following documents need to be attached according to the above paragraph (1) :-

- (1) Company Registration Certificate (copy);
- (2) ID No./ National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself / herself, the applicant; **Self Apply**

- (a) Name:
- (b) Name of contact person:
(if applicant is business organization)

Note: describe with attachment of letter of legal representative

- (c) ID No./ National Registration Card No./ Passport No.:
- (d) Citizenship:
- (e) Address in Myanmar:
- (f) Phone / Fax:
- (g) E-mail:

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



3. Type of business organization to be formed:-

- ☐ One Hundred Percent ☒ Joint Venture (To attach the draft JV agreement)
☐ Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) **20 %**

Share Ratio (Government Department/Organization)%

Share Ratio (Foreigner) **80 %**

4. List of Shareholders Owned 10% of the Shares and Above

No.	Name of Shareholder	Citizenship	Share Percentage
	Please see Annexure No. (I)		

5.

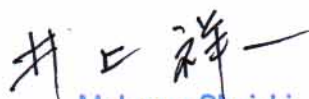
Particulars of Paid-up Capital of the Investment

- (a) Authorized Capital **USD-4,990,000.00**
(b) Type of Share **Ordinary Share**
(c) Number of Shares **4,990,000.00 Shares for 1 USD per Share**

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.


6. Particulars of Paid-up Capital of the Investment

	Kyat/US\$ (Million)
(a) Amount/Percentage of local capital to be contributed	USD - 0.737 (20%)
(b) Amount/Percentage of foreign capital to be brought in	USD - 2.948 (80%)
Total	USD - 3.685 (100%)



Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.


 U Kyaw Aye Win
 Director
 ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
 ဧရာဝတီတိုင်းဒေသကြီး

7. Particulars of the Investment Project-

(a) Investment location(s)/place(s): **Danone Chaung Taung Village, No. 22,
Motesoe Field, Myaung Mya Township, Myaung
Mya District, Ayeyarwaddy Region.**

8. Amount of Investment: **USD 3,684,890.00**

9. The license, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

10. Commencement of Business ☐ Yes ☒ No

If it is commenced, describe the performance of business activities;

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

☒ Land Rights Authorization Application

☒ Tax Incentive Application



Signature of the applicant 井上 祥一

Name: **Mr. Inoue Shoichi**

Title: **Proposed Director**

Department/Company **Myaung Mya FM Biomass Power Co., Ltd.**

(Seal/Stamp)

井上 祥一
Mr. Inoue Shoichi

Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

Date: 21-6-2017

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

Undertaking

I/ We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/ We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/ We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.



Signature of the applicant 井上 祥一

Name: **Mr. Inoue Shoichi**

Title: **Proposed Director**

Department/Company **Myaung Mya FM Biomass Power Co., Ltd.**

(Seal/Stamp)

井上 祥一
Mr. Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

Date: 21-6-2017

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



သို့

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ mmfmbp/ 02/2017

ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ (၂၁) ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

- (က) အမည် - Mr. Inoue Shoichi
- (ခ) ကုမ္ပဏီအမည် - Myaung Mya FM Biomass Power Co., Ltd.
- (ဂ) လုပ်ငန်းအမျိုးအစား - Electricity Generating from Rice Husks (စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)
- (ဃ) ခွင့်ပြုမိန့် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် - အတည်ပြုမိန့်လျှောက်ထားဆဲ ဖြစ်ပါသည်။ (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်)

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

- (က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် -
- (ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် -

၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ - (၂) နှစ်

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ - တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ ပြီးနောက်

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကို ခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထား အပ်ပါသည်။

- (က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၅ (က) ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်
- (ခ) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) ပါ အကောက်ခွန်နှင့် အခြားပြည်တွင်း အခွန်အကောက်များ ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်



Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၅ (က) ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၈၃ နှင့် အညီ လုပ်ငန်းဆောင်ရွက် နေသည့်ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ ၉၆ နှင့် အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ ရာခိုင်နှုန်း အထက်အား ရင်းနှီးမြှုပ်နှံထားလိုသည့် သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။

ဇုန် (၂)
မြောင်းမြမြို့နယ်၊ မြောင်းမြခရိုင်၊
ဧရာဝတီတိုင်းဒေသကြီး။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကို လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင် ဖြည့်စွက်ရန်။ (ဇယား (၁) အား ပူးတွဲထားပါသည်။)

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည် ဆိုပါက ဇယား (၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာ အမေရိကန်ဒေါ်လာ ၉၃၀,၂၄၀.၀၀ (မျှော်မှန်း)
မျှော်မှန်းဝင်ငွေ

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ ပြည်တွင်း၌သာရောင်းချမည်ဖြစ်ပါသည်။

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈ (က) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉ နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြ ပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင် ရရှိခဲ့သည့် ၂၀၁၉-၂၀၂၀ဘဏ္ဍာနှစ်မှ ၂၀၂၃-၂၀၂၄ (လျာထား)
အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် အရင်းကြေကာလ (၆ နှစ် နှင့် ၈ လ)ပြည့်မြောက်သည့်
ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။ ၂၀၂၅-၂၀၂၆ ခုနှစ်တွင်လျာထားပါသည်။

(ဂ) ပြန်လည်ရင်းနှီးမြှုပ်နှံမည့် ပမာဏကို အမြတ်ငွေ၏ . . . % ခန့်။
ဖော်ပြပေးရန်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈ (ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်းတန်ဖိုး လျှော့တွက် နှုန်းထားနှင့် ၎င်းနှုန်းထား၏ ၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထား တွက်ချက်မှုကို ပူးတွဲတင်ပြရန်။

Annexure No. (VI) (B) တွင် ဖော်ပြထားပါသည်။

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

井上 祥一
Mr.Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.



(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထားကို တွက်ချက်ခံစားခွင့်အတွက် အခြား သက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်း သို့မဟုတ် ရရှိထားခြင်းရှိ၊ မရှိ။ - သီးခြားလျှောက်ထားခြင်းမရှိပါ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈ (ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည် ဆိုပါက ဘဏ္ဍာနှစ်အတွက် သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏ အမှန်တကယ်ကုန်ကျစရိတ်ကို စာရင်းပြုစု၍ ပူးတွဲတင်ပြရန်။

သုတေသနနှင့် ဖွံ့ဖြိုးရေးလုပ်ငန်းများကို အခါအားလျော်စွာ လုပ်ဆောင်သွားမည်ဖြစ်သော်လည်း ယင်းတို့ အတွက်ကုန်ကျစရိတ်များကို စရိတ်အနေဖြင့် ထည့်သွင်းတွက်ချက်သွားရန် လျာထားခြင်းမရှိပါ။

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

Mr. Inoue Shoichi

Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

လျှောက်ထားသူလက်မှတ်

အမည်

Mr. Inoue Shoichi

ရာထူး

Proposed Director

ဌာန/ကုမ္ပဏီတံဆိပ်

Myaung Mya FM Biomass Power Co., Ltd.

ဇယား (၁) - ထုတ်လုပ်မှုအတွက်လိုအပ်သည့်ပစ္စည်းများစာရင်း (လိုအပ်သော စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စာရင်း)

စဉ်	ပစ္စည်းအမျိုးအမည်	HS CODE (ဂဏန်း ၄ လုံးဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	အရေအတွက်	တစ်ခုချင်းတန်ဖိုး	စုစုပေါင်းတန်ဖိုး	Date ပင်ရင်းနှီးမြှုပ်နှံမှု ပြည်တွင်း ★	ပင်ရင်းနှီးမြှုပ်နှံမှု ပြည်ပ
၁		၂	၃	၄	၅	၆		၈
၁	Boiler, its Auxiliaries and Ancillaries Equipment	၈၄၀၄ ၊ ၈၄၀၂	Unit	၁	၆၂၇,၄၀၄.၀၀	၆၂၇,၄၀၄.၀၀		Brand New
၂	Pollution Control Equipment with Accessory	၈၄၂၁	Unit	၁	၉၁,၀၂၀.၀၀	၉၁,၀၂၀.၀၀		Brand New
၃	Boiler water System (Power Cycle)	၈၄၀၂ ၊ ၈၄၁၃	Unit	၁	၇,၀၀၀.၀၀	၇,၀၀၀.၀၀		Brand New
၄	Fuel (Rice Husk) Handling System From Storage Silo to Fuel Bunker at Boiler	၈၅၄၃ ၊ ၄၀၁၀	Unit	၁	၂၅,၀၀၀.၀၀	၂၅,၀၀၀.၀၀		Brand New
၅	Ash Handling System with Accessory	၈၅၄၃	Unit	၁	၅၇,၄၀၀.၀၀	၅၇,၄၀၀.၀၀		Brand New
၆	Plant Water System with Accessory	၈၄၀၂ ၊ ၈၄၁၃	Unit	၁	၂၁၀,၇၄၀.၀၀	၂၁၀,၇၄၀.၀၀		Brand New
၇	Circulating and Auxiliary Cooling Water (CCW) System with Accessory	၈၄၁၉	Unit	၁	၃၂,၈၀၀.၀၀	၃၂,၈၀၀.၀၀		Brand New
၈	Plant Piping System and valves	၈၄၀၂ ၊ ၈၄၈၁	Unit	၁	၄၈,၀၀၀.၀၀	၄၈,၀၀၀.၀၀		Brand New
၉	Air Compressor with Accessory	၈၄၀၄ ၊ ၈၄၁၄	Unit	၁	၁၅,၅၀၀.၀၀	၁၅,၅၀၀.၀၀		Brand New
၁၀	Hydrant System with Accessory	၈၄၈၁ ၊ ၈၄၂၄	Unit	၁	၉,၈၆၀.၀၀	၉,၈၆၀.၀၀		Brand New
၁၁	Crane for Turbine Generator Building	၈၄၂၆	Unit	၁	၃၄,၅၀၀.၀၀	၃၄,၅၀၀.၀၀		Brand New
၁၂	Rice Husk Unloading & Storing System with Accessory	၈၄၃၁ ၊ ၄၀၁၀ ၊ ၈၄၁၄	Unit	၁	၁၄၂,၂၈၀.၀၀	၁၄၂,၂၈၀.၀၀		Brand New
၁၃	Electrical System with Accessory	၈၅၄၃ ၊ ၈၅၀၁ ၊ ၈၅၃၇	Unit	၁	၂၂၁,၄၀၀.၀၀	၂၂၁,၄၀၀.၀၀		Brand New
၁၄	Control and Instrumentation with Accessory	၈၅၃၇ ၊ ၈၄၇၁	Unit	၁	၇၃,၈၀၀.၀၀	၇၃,၈၀၀.၀၀		Brand New
၁၅	Steam Turbine and its Auxiliary Equipment	၈၄၀၆	Unit	၁	၈၄၃,၃၅၀.၀၀	၈၄၃,၃၅၀.၀၀		Brand New
	စုစုပေါင်း			စီးအောင် ၁၅		၂,၄၄၀,၀၅၄.၀၀		

မှတ်ချက်။

Brand New / Reconditioned ခွဲခြားဖော်ပြပေးရန်။

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီးMr. Hsue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

ဇယား (၂) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် သွင်းအားစုစာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်	HS CODE (ဂဏန်း ၄ လုံးဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	တစ်ခုချင်း တန်ဖိုး (အမေရိကန် ဒေါ်လာ)	တစ်နှစ်အတွက်လိုအပ်မှု				အခြား
					ပြည်တွင်း		ပြည်ပ		
					အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	
	၁	၂	၃	၄	၅	၆	၇	၈	၉
၁	Rice Husk	၂၆.၂၁	Ton	၄.၅၆	၁၆,၅၆၀	၇၅,၅၁၃.၆၀		-	
၂	Turbine Generator Oil	၃၄.၀၃	KG	၂,၁၁၁.၀၀			၅	၁၀,၅၅၅.၀၀	
	စုစုပေါင်း				၁၆,၅၆၀	၇၅,၅၁၃.၆၀	၅	၁၀,၅၅၅.၀၀	




 Mr. Inoue Shoichi
 Managing Director
 Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
 ညွှန်ကြားရေးမှူး
 ပြန်လည်ကုန်သွယ်ရေးနှင့်
 ရောင်းဝယ်ဝယ်ဝယ်ဝယ်ဝယ်



Form (6)

Tax Incentive Application

To,

Chairman
Myanmar Investment Commission

Ref. No: mmfmbp/ 02/2017

Dated: 21st June 2017

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant

- (a) Name of Investor - **Mr. Inoue Shoichi**
- (b) National of Company - **Myaung Mya FM Biomass Power Co., Ltd.**
- (c) Type of Company - **Electricity Generating from Rice Husks**
(စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)
- (d) Myanmar Investment Commission - **Endorsement Application is still processing.**

Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.)

2. If investor doesn't submit by himself/herself, the applicant's; **Not Applicable**

- (a) Name of contact Person -
- (b) National Registration Card No./ -
Passport No.

3. Construction period or Preparatory period - **(2) Years**

4. Commencement date for commercial operation – **After finishing of Construction Period/
Preparatory Period**

5. Applied for the following tax incentive :

- (a) **Exemption or Relief under section 75(a) of Myanmar Investment Law.**
- (b) **Exemption or Relief from customs duty and other internal taxes under section 77(a) of Myanmar Investment Law.**

Note: The application must specify precise tax incentives applied for.

- 6. If the investor apply for tax incentive under section 75(a). Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the values of the investment is invested or carried out in accordance with rule 96. **Zone (2) Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region**

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



7. If the investor applies for tax incentive under section 77(a) and (d), please fill the information in schedule (1). **Schedule (1) is attached herewith this form.**
8. If the investor apply for tax incentive under section 77(b), Please state the following information an fill in schedule (2) :
- (a) an expected amount as per year to be earned from the investment **USD 930,240.00 (estimated)**
- (b) Foreign Currency from export as per year **Local Sales only.**
9. If the investor apply for tax incentive under section 78(a), Please state the following information in accordance with the rule 99:
- (a) Please describe, which financial year the profits reinvested are earning by the investor. **2019 – 2020 to 2023-2024 financial years (forecasted)**
- (b) Please describe which financial year the profits are reinvested by the investor. **Only after the Investment Recoupment Period (6 Years 8 months) which is 2025-2026**
- (c) Please describe the amount of reinvestment. **.....% on Net Profit**
10. If the investor apply for tax incentive under section 78(b), please describe the following information:
- (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.
Please see Annexure No. (VI) (B).
- (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority. - **Not Apply any other authority.**
11. If the investor apply for tax incentive under section 78(c), provide an itemized list of actual research and development expense for the current financial year.
Although it will be done for Research and Development along the investment process, there is no plan yet to put these expenses as a cost at this moment.

Signature of the applicant 

Name of Investor **Mr. Inoue Shoichi**

Designation **Proposed Director**

Department/Company **Myaung Mya FM Biomass Power Co., Ltd.**

(Seal/Stamp)

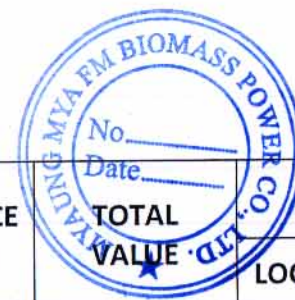

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
	1	2	3	4	5	6	7	8
1	Boiler, its Auxiliaries and Ancillaries Equipment	8404 , 8402	Unit	1	627,404.00	627,404.00		Brand New
2	Pollution Control Equipment with Accessory	8421	Unit	1	91,020.00	91,020.00		Brand New
3	Boiler water System (Power Cycle)	8402 , 8413	Unit	1	7,000.00	7,000.00		Brand New
4	Fuel (Rice Husk) Handling System From Storage Silo to Fuel Bunker at Boiler	8543 , 4010	Unit	1	25,000.00	25,000.00		Brand New
5	Ash Handling System with Accessory	8543	Unit	1	57,400.00	57,400.00		Brand New
6	Plant Water System with Accessory	8402 , 8413	Unit	1	210,740.00	210,740.00		Brand New
7	Circulating and Auxiliary Cooling Water (CCW) System with Accessory	8419	Unit	1	32,800.00	32,800.00		Brand New
8	Plant Piping System and valves	8402 , 8481	Unit	1	48,000.00	48,000.00		Brand New
9	Air Compressor with Accessory	8404 , 8414	Unit	1	15,500.00	15,500.00		Brand New
10	Hydrant System with Accessory	8481 , 8424	Unit	1	9,860.00	9,860.00		Brand New
11	Crane for Turbine Generator Building	8426	Unit	1	34,500.00	34,500.00		Brand New
12	Rice Husk Unloading & Storing System with Accessory	8431 , 4010 , 8414	Unit	1	142,280.00	142,280.00		Brand New
13	Electrical System with Accessory	8543 , 8501 , 8537	Unit	1	221,400.00	221,400.00		Brand New
14	Control and Instrumentation with Accessory	8537 , 8471	Unit	1	73,800.00	73,800.00		Brand New
15	Steam Turbine and its Auxiliary Equipment	8406	Unit	1	843,350.00	843,350.00		Brand New
	TOTAL			15		2,440,054.00		

Note: Please specify the brand new item or reconditioned item.



ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ဖွင့်တည်ရေး ဝန်ကြီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

Mr. Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

SCHEDULE (2)-LIST OF PRODUCTION INPUT NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE (USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
	1	2	3	4	5	6	7	8	9
1	Rice Husk	26.21	Ton	4.56	16,560	75,513.60			
2	Turbine Generator Oil	34.03	KG	2,111.00			5	10,555.00	
	TOTAL				16,560	75,513.60	5	10,555.00	



井口 祥一
Mr. Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ရောဘတ်တိုင်းဒေသကြီး



ပုံစံ (၇-ခ)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ် ၊ mmfmbp/ 03/2017

ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ (၂၁) ရက်

အကြောင်းအရာ။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထား အပ်ပါသည် -

၁။ မြေ/အဆောက်အအုံ၏ ပိုင်ရှင်နှင့် စပ်လျဉ်းသော အချက်အလက်များ

- (က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း - စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန ၊ စိုက်ပျိုးရေး မွေးမြူရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန (အငှားချထားသူ) နှင့် Myanmar Agribusiness Public Corporation (MAPCO) Limited. (အငှားချထားခြင်းခံရသူ)
- (ခ) ဧရိယာအကျယ်အဝန်း - ၇,၁၅၀ စတုရန်းမီတာ (၁.၇၆၆ ဧက)
- (ဂ) တည်နေရာ - နန်းချောင်းတောင်ကျေးရွာ၊ အမှတ်(၂၂)၊ မုဆိုးကွင်း၊ မြောင်းမြမြို့နယ်၊ မြောင်းမြခရိုင်၊ ဧရာဝတီတိုင်းဒေသကြီး။
- (ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဝရမ်းသက်တမ်း)- (၁.၁၀.၂၀၁၄) မှ ကနဦး နှစ် ၅၀
- (င) နှစ်ရှည်ငှားရမ်းခများကို မတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ- (မရှိပါ။)
- (စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ - အငှားချထားခြင်းခံရသူမှ ထပ်ဆင့်ငှားရမ်းခြင်းကို အငှားချထားသူမှ သဘောတူပါသည်။
- (ဆ) မြေအမျိုးအစား - ဝန်ကြီးဌာနပိုင်မြေ

၂။ အငှားချထားသူ

- (က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း - Myanmar Agribusiness Public Corporation (MAPCO) Limited.

Mr.Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



-၂-

- (ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - ၁၃၄ / ၂၀၁၂-၂၀၁၃ (၅.၄.၂၀၁၂)
- (ဂ) နေရပ်လိပ်စာ - အမှတ် (၁၀၀)၊ ဝါးတန်းလမ်းနှင့်ကမ်းနားလမ်း၊
အမြန်လမ်းမဘေး ဝါးတန်းဆိပ်ကမ်းဧရိယာ၊
ဆိပ်ကမ်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

၃။ အငှားချထားခြင်းခံရသူ (ထပ်ဆင့်)

- (က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း - Myaung Mya FM Biomass Power Co., Ltd.
(Represented Proposed Director - Mr. Inoue Shoichi (PP No. TH7677871))

- (ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် - ၁၁၃၁ အက်ဖ်စီ / ၂၀၁၆-၂၀၁၇ (ရက)
- (ဂ) နိုင်ငံသား -
- (ဃ) နေရပ်လိပ်စာ - ဇနီးချောင်းတောင်ကျေးရွာ၊ အမှတ်(၂၂)၊ မုဆိုးကွင်း၊ မြောင်းမြမြို့နယ်၊ မြောင်းမြခရိုင်၊
ဧရာဝတီတိုင်းဒေသကြီး။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

- (က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား - Electricity Generating from Rice Husks
(စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)
- (ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) - ဧရာဝတီတိုင်းဒေသကြီး
- (ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) - ဇနီးချောင်းတောင်ကျေးရွာ၊ အမှတ်(၂၂)၊
မုဆိုးကွင်း၊ မြောင်းမြမြို့နယ်၊ မြောင်းမြခရိုင်၊ ဧရာဝတီတိုင်းဒေသကြီး။
- (ဃ) မြေဧရိယာအကျယ်အဝန်း - ၇,၁၅၀ စတုရန်းမီတာ (၁.၇၆၆ ဧက)
- (င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် - TG Building (W 12.5m x L 16m x H 17.15m) /
သုံးထပ်အဆောက်အအုံ (၁) လုံး
- (စ) အဆောက်အအုံတန်ဖိုး - အမေရိကန်ဒေါ်လာ ၇၇၉,၀၀၀.၀၀ (ခန့်မှန်း)

၅။ မြေပိုင်ဆိုင်မှု/မြေရန်အထောက်အထား (စက်မှုဇုန်မှ အပ)၊ မြေပုံနှင့် မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

- ☒ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ်
အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊
- ☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ်
အဆောက်အအုံအား တစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင်ရယူရန် အခွင့်ရှိသည့်ပုဂ္ဂိုလ်၊

Mr. Inoue Shoichi
Managing Director

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း (တစ်နှစ်လျှင်စတုရန်းမီတာအတွက်)

(၁) စတုရန်းမီတာအတွက် တစ်နှစ်လျှင် (၆၁၈) ကျပ်

(၇,၁၅၀) စတုရန်းမီတာအတွက် တစ်နှစ်လျှင် (၄,၄၁၈,၇၀၀) ကျပ်

၈။ မြေအသုံးချမှုပရီမီယံကြေး (Land Use Premium – LUP) (အစိုးရဌာန/အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်း ဖြစ်ပါက အငှားချထားခြင်းခံရသူထံမှ ငွေသားဖြင့်တောင်းခံပါမည်။)

တစ်ဧကနှုန်း: -----

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူ သို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ - သဘောတူပါသည်။

၁၀။ လျှောက်ထားသည့်မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/အသုံးပြုခွင့်သက်တမ်း

ကနဦး (၅၀) နှစ် နှင့် တစ်ဆက်တည်း သက်တမ်းတိုးခွင့် (၁၀) နှစ် နှစ်ကြိမ်

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန်

ဇုန် အမှတ် (၂) ၊

အစရှိသည့် သက်ဆိုင်ရာလုပ်ငန်းဇုန်ဧရိယာ

မြောင်းမြမြို့နယ် ၊ မြောင်းမြခရိုင်၊

အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်)

ဧရာဝတီတိုင်းဒေသကြီး

井上 祥一

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

လျှောက်ထားသူလက်မှတ်

井上 祥一

အမည်

Mr. Inoue Shoichi

ရာထူး

Proposed Director

ဌာန/ကုမ္ပဏီတံဆိပ်

Myaung Mya FM Biomass Power Co., Ltd.

Application form for Land Rights Authorization

To,

Chairman

Ayeyarwaddy Region Investment Committee



Reference No. mmfmbp/ 03/2017

Date - 21st June 2017Subject: **Application for Land Lease or Land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building

- (a) Name of owner/organization - **Department of Industrial Crop Development, Ministry of Agriculture, Livestock and Irrigation (Lessor) and Myanmar Agribusiness Public Corporation (MAPCO) Limited (Lessee).**
- (b) Area - **7,150 sqm (1.766 acres)**
- (c) Location - **Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region.**
- (d) Initial period permitted to use the land (Validity of land grant)- **Initial (50) years started from (1.10.2014)**
- (e) Payment of long term lease as equity Yes () No (☒)
- (f) Agreed by Original Lessor Yes (☒) No ()
- (g) Type of Land - **Ministry's Land**

2. Lessor

- (a) Name/Company's name/Department/organization- **Myanmar Agribusiness Public Corporation (MAPCO) Limited.**
- (b) National Registration Card No. - **134/ 2012-2013 (5.4.2012)**
- (c) Address - **No. 100, Corner of Wardan Street and Kannar Street, Beside the Concrete Express Way, Wardan Port Area, SeikKan Township, Yangon.**

3. Lessee (Sub-Lease)

- (a) Name/Company's name/Department/organization- **Myaung Mya FM Biomass Power Co., Ltd. (Represented Proposed Director - Mr. Inoue Shoichi (PP No. TH7677871))**
- (b) National Registration Card No./Passport No. - **1131 FC of 2016-2017 (YGN)**
- (c) Citizenship -


Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး



(d) Address - **Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region**

4. Particulars of the proposed Land Lease

- (a) Type of Investment - **Electricity Generating from Rice Husks**
(စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်းလုပ်ငန်း)
- (b) Investment Location(s)- **Ayeyarwaddy Region**
- (c) Location (Ward, Township, State/Region)- **Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region.**
- (d) Area of Land - **7,150 sqm (1.766 acres)**
- (e) Size and Number of Building (s) - **TG Building (W 12.5m x L 16m x H 17.15m) / Three Storey (1) Building**
- (f) Value of Building - **USD 779,000.00 (estimated)**

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land map and Land Lease Agreement (Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- ☒ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and organization.

7. Land / Building lease rate (per square meter per year) - **MMK 618 per sqm per year**
MMK 4,418,700 for 7,150 sqm per year

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization, the LUP shall be paid in cash by the lessee.

Rate per Acre: -----

9. Whether it is agreed by original land lessor or land tenant not.

It is agreed by original lessor of the land.

10. Proposed land or building use/lease period - **Initial (50) Years + extendable (10) years two Times**

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်

ညွှန်ကြားရေးမှူး

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ရောဝတီတိုင်းဒေသကြီး



11. Whether it is the land located
in the relevant business zone
area such as Industrial Zone,
Hotel Zone, Trade Zone and etc
or not (To describe Zone)

Zone No. (2) ,
Myaung Mya Township, Myaung Mya District,
Ayeyarwaddy Region.

井上 祥一

Mr. Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

Signature of the applicant

井上 祥一

Name of Investor

Mr. Inoue Shoichi

Designation

Proposed Director

Department/Company

Myaung Mya FM Biomass Power Co., Ltd.

(Seal/Stamp)

ENDORSEMENT APPLICATION FORM (4-B) RE - ITEM 4 LIST OF EXECUTIVES OF MYAUNG MYA FM BIOMASS POWER CO., LTD.						
Sr No.	Name	Citizenship & Passport No.	Address	Proposed Designation	Amount of Authorised Capital	Shares-holding
1	<u>Fujita Corporation</u> <u>Represented By -</u>	Incorporated In Japan	4-32-22, Nishishinjuku, Shinjuku-ku, Tokyo, 160-8377 Japan.			80%
	A. Mr. Inoue Shoichi	Japanese PP No. TH7677871	Chibaken Matsudoshi Rokoudai 5-171-14, Japan.	Managing Director		
	B. Mr. Saeki Yoshio	Japanese PP No. TK3455209	209, Cosomo Niiza Shiki, 1-7-38 Owada, Niiza City, Saitama Pref, Japan.	Director		
	C. Mr. Ishii Tomohiro	Japanese PP No. MU3912615	Akitsu 5-18-15, Narasino City, Chiba Pref, Japan.	Director		
2	<u>Myanmar Agribusiness Public Corporation (MAPCO) Limited.</u> <u>Represented By -</u>	Incorporated In Myanmar	Mapco Building, No. 100, Warden Street and Kannarstreet, Beside the concrete Express Way, Warden Port Area, SeikKan (Port) Tsp, Yangon, Myanmar.			20%
	A. U Ye Min Aung	Myanmar 12/Ta Ma Na (Naing) 094582	No. 38, 1st Floor, 89th Street, Kan Taw Kalay (West) Ward, Mingalar Taung Nyunt Township, Yangon.	Director		
			Total Capital			100%

ANNUAL FUEL REQUIREMENT

Currency in USD Thousand

PARTICULARS(TYPE)	A/U	UNIT PRICE	YEAR 0		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 6 -YEAR 15	
			QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
Diesel for Generator	Gallon	4.7	16,909	79.47	1,627	7.65	1,627	7.65	1,627	7.65	1,627	7.65	1,627	7.65	1,627	7.65
TOTAL USD ('000)				79.47		7.65		7.65		7.65		7.65		7.65		7.65

Assumptions:

- 1) The quantity unit for diesel and petrol is gallon.
- 2) the estimated price of diesel is 4.7 US\$ per gallon.

TOTAL RAW MATERIAL REQUIREMENT

TO BE IMPORTED

Currency in USD

NO.	LIST OF ITEM	H.S CODE	UNIT	YEAR 1			YEAR 2			YEAR 3		
				QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Turbine Generator OIL	34.03	Kg	5	2,111.00	10,555.00	5	2,111.00	10,555.00	5	2,111.00	10,555.00
	TOTAL AMOUNT A			5		10,555.00	5		10,555.00	5		10,555.00
	TOTAL AMOUNT A (USD'000)					10.56			10.56			10.56

Note : Turbine Generator Oil : ISO viscosity grade 68 is the oil grade to be used in Turbine.

TO BE PURCHASED IN LOCAL

Currency in USD

NO.	LIST OF ITEM	H.S CODE	UNIT	YEAR 1			YEAR 2			YEAR 3		
				QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Rice Husk	26.21	Ton	16,560	4.56	75,513.60	16,560	4.56	75,513.60	16,560	4.56	75,513.60
	TOTAL AMOUNT B			16,560		75,513.60	16,560		75,513.60	16,560		75,513.60
	TOTAL AMOUNT B (USD'000)					75.51			75.51			75.51
	TOTAL AMOUNT A+B (USD'000)					86.07			86.07			86.07

TOTAL RAW MATERIAL REQUIREMENT**TO BE IMPORTED**

Currency in USD

NO.	LIST OF ITEM	H.S CODE	UNIT	YEAR 4			YEAR 5			YEAR 6 - YEAR 15		
				QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Turbine Generator OIL	34.03	Kg	5	2,111.00	10,555.00	5	2,111.00	10,555.00	5	2,111.00	10,555.00
	TOTAL AMOUNT A			5		10,555.00	5		10,555.00	5		10,555.00
	TOTAL AMOUNT A (USD'000)					10.56			10.56			10.56

Note : Turbine Generator Oil : ISO viscosity grade 68 is the oil grade to be used in Turbine.

TO BE PURCHASED IN LOCAL

Currency in USD

NO.	LIST OF ITEM	H.S CODE	UNIT	YEAR 4			YEAR 5			YEAR 6 - YEAR 15		
				QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Rice Husk	26.21	Ton	16,560	4.56	75,513.60	16,560	4.56	75,513.60	16,560	4.56	75,513.60
	TOTAL AMOUNT B			16,560		75,513.60	16,560		75,513.60	16,560		75,513.60
	TOTAL AMOUNT B (USD'000)					75.51			75.51			75.51
	TOTAL AMOUNT A+B (USD'000)					86.07			86.07			86.07

(A) Local Personnel Required

Sr. No.	Type of Personnel	Department	Monthly Pay Scale Kyat	Yearly Pay Scale Kyat	Proposed period of Employment to Year 1		Proposed period of Employment to Year 2		Proposed period of Employment to Year 3		Proposed period of Employment to Year 4		Proposed period of Employment to Year 5		Proposed period of Employment to Year 6-15	
					No. of Persons	Yearly Amt Kyat('000)	No. of Persons	Yearly Amt Kyat('000)	No. of Persons	Yearly Amt Kyat('000)	No. of Persons	Yearly Amt Kyat('000)	No. of Persons	Yearly Amt Kyat('000)	No. of Persons	Yearly Amt Kyat('000)
1	Site Manager	Operation Dept	1,800,000	21,600,000	1	21,600,000	1	21,600,000	1	21,600,000	1	21,600,000	1	21,600,000	1	21,600,000
2	Engineer	Operation Dept	1,500,000	18,000,000							3	54,000,000	3	54,000,000	3	54,000,000
3	Administrator/Accountant	Admin Dept	480,000	5,760,000	1	5,760,000	1	5,760,000	1	5,760,000	1	5,760,000	1	5,760,000	1	5,760,000
4	Operator	Operation Dept	120,000	1,440,000	3	4,320,000	3	4,320,000	3	4,320,000	3	4,320,000	3	4,320,000	3	4,320,000
5	Worker	Operation Dept	108,000	1,296,000	9	11,664,000	9	11,664,000	9	11,664,000	9	11,664,000	9	11,664,000	9	11,664,000
6	Security	Operation Dept	108,000	1,296,000	2	2,592,000	2	2,592,000	2	2,592,000	2	2,592,000	2	2,592,000	2	2,592,000
	Total (MMK In Thousand)				16	45,936	16	45,936	16	45,936	19	99,936	19	99,936	19	99,936
	Total (USD In Thousand)					38.28		38.28		38.28		83.28		83.28		83.28

Foreign exchange rate is applied as 1,200kyats/USD.



井口祥一
 Mr. Inoue Shoichi
 Managing Director
 Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
 ဆက်ကြားရေးမှူး
 ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
 ရေဝေတီတိုင်းဒေသကြီး

INCOME

Currency in USD

NO.	PARTICULARS	A/U	YEAR 1			YEAR 2			YEAR 3		
			QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Power Sale	kwh	11,628,000	0.08	930,240.00	11,628,000	0.08	930,240.00	11,628,000	0.08	930,240.00
	TOTAL INCOME (USD)		11,628,000		930,240.00	11,628,000		930,240.00	11,628,000		930,240.00
	TOTAL INCOME (USD'000)				930.24			930.24			930.24

Note: The Calculation to get above mentioned quantity is as follows:

Generation scale : 1,615 kw

1,615 kW×24hrs = 39,624 kwh

300 days ×24Hrs = 7,200 hrs.

39,624 kWh×7,200 hrs = 11,628,000 kwh

INCOME

Currency in USD

NO.	PARTICULARS	A/U	YEAR 4			YEAR 5			YEAR 6 - YEAR 15		
			QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT
1	Power Sale	kwh	11,628,000	0.08	930,240.00	11,628,000	0.08	930,240.00	11,628,000	0.08	930,240.00
	TOTAL INCOME (USD)		11,628,000		930,240.00	11,628,000		930,240.00	11,628,000		930,240.00
	TOTAL INCOME (USD'000)				930.24			930.24			930.24

Note: The Calculation to get above mentioned quantity is as follows:

Generation scale : 1,615 kw

1,615 kW×24hrs = 39,624 kwh

300 days ×24Hrs = 7,200 hrs.

39,624 kWh×7,200 hrs = 11,628,000 kwh

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT & LOSS BUDGET

Currency in USD Thousand

Sr No.	Particulars	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
		Total USD	Total USD	Total USD	Total USD	Total USD	Total USD	Total USD	Total USD
1	Revenue								
	1 Local Sales	-	930.24	930.24	930.24	930.24	930.24	930.24	930.24
	Sub- Total	-	930.24	930.24	930.24	930.24	930.24	930.24	930.24
2	COST OF MANUFACTURING:								
	Raw Materials	-	86.07	86.07	86.07	86.07	86.07	86.07	86.07
3	COST OF GOODS SOLD:								
	1 Salary & Wages	-	38.28	38.28	38.28	83.28	83.28	83.28	83.28
	2 Fuel Expenses	79.47	7.65	7.65	7.65	7.65	7.65	7.65	7.65
	3 Administration Expenses	65.12	65.12	57.12	57.12	45.12	45.12	31.12	31.12
	4 Repair & Maintenance Expenses	-	27.91	32.91	32.91	32.91	32.91	25.91	25.91
	5 Logistics & Other Expenditures	-	46.51	51.51	51.51	51.51	51.51	30.51	30.51
	6 Land Rental Fee	7.36	3.68	3.68	3.68	3.68	3.68	3.68	3.68
	7 Depreciation	-	282.96	282.96	282.96	282.96	282.96	282.96	282.96
	Sub- Total	151.95	558.17	560.17	560.17	593.17	593.17	551.17	551.17
4	Net Profit before tax	(151.95)	372.07	370.07	370.07	337.07	337.07	379.07	379.07
5	Income Tax for 25%	-	-	-	-	-	-	94.77	94.77
6	Commercial Tax 5%	-	46.51	46.51	46.51	46.51	46.51	46.51	46.51
7	Net Profit after tax	(151.95)	325.56	323.56	323.56	290.56	290.56	237.79	237.79
8	CSR 1%	-	3.26	3.24	3.24	2.91	2.91	2.38	2.38

Note : (1) Commercial Tax is calculated at the rate of 5% on local income on US\$.

(2) Income Tax is calculated at the rate of 25% on Net Profit after tax holidays for five years or years for which allowed by MIC.

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT & LOSS BUDGET

Currency in USD Thousand

Sr No.	Particulars	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
		Total USD	Total USD	Total USD	Total USD	Total USD	Total USD	Total USD	Total USD
1	Revenue								
	1 Local Sales	930.24	930.24	930.24	930.24	930.24	930.24	930.24	930.24
	Sub- Total	930.24	930.24	930.24	930.24	930.24	930.24	930.24	930.24
2	COST OF MANUFACTURING:								
	Raw Materials	86.07	86.07	86.07	86.07	86.07	86.07	86.07	86.07
3	COST OF GOODS SOLD:								
	1 Salary & Wages	83.28	83.28	83.28	83.28	83.28	83.28	83.28	83.28
	2 Fuel Expenses	7.65	7.65	7.65	7.65	7.65	7.65	7.65	7.65
	3 Administration Expenses	31.12	31.12	31.12	31.12	31.12	31.12	31.12	31.12
	4 Repair & Maintenance Expenses	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91
	5 Logistics & Other Expenditures	30.51	30.51	30.51	30.51	30.51	30.51	30.51	30.51
	6 Land Rental Fee	3.68	3.68	3.68	3.68	3.68	3.68	3.68	3.68
	7 Depreciation	282.96	282.96	282.96	38.95	38.95	38.95	38.95	38.95
	Sub- Total	551.17	551.17	551.17	307.16	307.16	307.16	307.16	307.16
4	Net Profit before tax	379.07	379.07	379.07	623.08	623.08	623.08	623.08	623.08
5	Income Tax for 25%	94.77	94.77	94.77	155.77	155.77	155.77	155.77	155.77
6	Commercial Tax 5%	46.51	46.51	46.51	46.51	46.51	46.51	46.51	46.51
7	Net Profit after tax	237.79	237.79	237.79	420.80	420.80	420.80	420.80	420.80
8	CSR 1%	2.38	2.38	2.38	4.21	4.21	4.21	4.21	4.21

Note : (1) Commercial Tax is calculated at the rate of 5% on local income on US\$.

(2) Income Tax is calculated at the rate of 25% on Net Profit after tax holidays for five years or years for which allowed by MIC.

TAX INCENTIVE APPLICATION FORM (6) RE-ITEM 10 (a)

(3) CALCULATION FOR DEPRECIATION:

Year 1		USD (000)		USD (000)
Building	: USD	779.00	x 5% Per annum =	38.95
Machi; & Equip;	: USD	2,440.05	x 10% Per annum =	244.01
				<u>282.96</u>
Year 2				
Building	: USD	779.00	x 5% Per annum =	38.95
Machi; & Equip;	: USD	2,440.05	x 10% Per annum =	244.01
				<u>282.96</u>
Year 3-10				
Building	: USD	779.00	x 5% Per annum =	38.95
Machi; & Equip;	: USD	2,440.05	x 10% Per annum =	244.01
				<u>282.96</u>
Year 11-15				
Building	: USD	779.00	x 5% Per annum =	38.95
				<u>38.95</u>

RECOUPMENT PERIOD

Currency in USD Thousand

Sr No.	Particulars	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	2	3	4	5	6	7	8	9	10
1	NET PROFIT AFTER TAX								
1	Net Profits/ (Loss) after tax	(151.95)	325.56	323.56	323.56	290.56	290.56	237.79	237.79
	Add back:-								
2	Depreciation	-	282.96	282.96	282.96	282.96	282.96	282.96	282.96
		(151.95)	608.51	606.51	606.51	573.51	573.51	520.75	520.75
2	INVESTMENT								
1	Capital Contribution in Cash	(3,684.89)							
		(3,684.89)							
3	Total Net Profit	(3,836.84)	608.51	606.51	606.51	573.51	573.51	520.75	520.75
4	Opening Balance	-	(3,836.84)	(3,228.33)	(2,621.82)	(2,015.30)	(1,441.79)	(868.27)	(347.53)
5	Accumulative Net Profit	(3,836.84)	(3,228.33)	(2,621.82)	(2,015.30)	(1,441.79)	(868.27)	(347.53)	173.22

Note:(1) Recoupment period (Payback Period) (Estimated)= 6 Year 8 months

$$\text{For fulfill months} = \frac{(347.53)}{520.75} \times 12 \text{ months} = 8.01 \text{ months}$$

Say = 8 months

RECOUPMENT PERIOD

Currency in USDThousand

[illegible]

INTERNAL RATE OF RETURN (IRR)

Currency in USD Thousand

YEAR	INVESTMENT	NET PROFIT	DEPRECIATION	TOTAL CASH IN FLOW	CASH FLOW	DISCOUNT FACTOR 11%	NPV	DISCOUNT FACTOR 12%	NPV	REMARKS
0	(3,684.89)	(151.95)	-	(3,836.84)	(3,836.84)	1.000	(3,836.84)	1.000	(3,836.84)	
1		325.56	282.96	608.51	608.51	0.901	548.27	0.893	543.40	
2		323.56	282.96	606.51	606.51	0.812	492.49	0.797	483.39	
3		323.56	282.96	606.51	606.51	0.731	443.36	0.712	431.84	
4		290.56	282.96	573.51	573.51	0.659	377.95	0.636	364.76	
5		290.56	282.96	573.51	573.51	0.593	340.09	0.567	325.18	
6		237.79	282.96	520.75	520.75	0.535	278.60	0.507	264.02	
7		237.79	282.96	520.75	520.75	0.482	251.00	0.452	235.38	
8		237.79	282.96	520.75	520.75	0.434	226.00	0.404	210.38	
9		237.79	282.96	520.75	520.75	0.391	203.61	0.361	187.99	
10		237.79	282.96	520.75	520.75	0.352	183.30	0.322	167.68	
11		420.80	38.95	459.75	459.75	0.317	145.74	0.287	131.95	
12		420.80	38.95	459.75	459.75	0.286	131.49	0.257	118.15	
13		420.80	38.95	459.75	459.75	0.258	118.61	0.229	105.28	
14		420.80	38.95	459.75	459.75	0.232	106.66	0.205	94.25	
15		420.80	38.95	459.75	459.75	0.209	96.09	0.183	84.13	
TOTAL	(3,684.89)	4,694.77	3,024.30	4,034.19	4,034.19		106.43		(89.06)	

$$\begin{aligned}
 \text{IRR} &= \text{Lower Rate} + \frac{\text{NPV of Lower Rate}}{\text{NPV of Lower Rate} - \text{NPV of Higher Rate}} \times (\text{Higher Rate} - \text{Lower Rate}) \\
 &= 11\% + \frac{106.43}{195.49} \times 1 \\
 &= 11\% + 0.54\% \\
 &= 11.54\%
 \end{aligned}$$

AMOUNT OF WORKING CAPITAL & INVESTMENT CAPITAL STATEMENT
CASH FLOW STATEMENT

Currency in USD Thousand

Sr.No	Particulars	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	2	3	4	5	6	7	8	9	10
	CASH INFLOW								
1	Local Sales Income	-	930.24	930.24	930.24	930.24	930.24	930.24	930.24
	CASH OUTFLOW								
2	Costs of Products - Operating Exp	-	86.07	86.07	86.07	86.07	86.07	86.07	86.07
3	Cost of Goods sold	151.95	189.15	191.15	191.15	224.15	224.15	182.15	182.15
4	Income Tax	-	-	-	-	-	-	94.77	94.77
5	Commercial Tax	-	46.51	46.51	46.51	46.51	46.51	46.51	46.51
6	Cash Flow from Operation (1-2-3-4-5)	(151.95)	608.51	606.51	606.51	573.51	573.51	520.75	520.75
7	Change in Working Capital	(3,684.89)							
8	Capital Investment and Disposal	-							
9	Net Cash Flow (6+7+8)	(3,836.84)	608.51	606.51	606.51	573.51	573.51	520.75	520.75
10	Dicount Factor 11%	1.00	0.90	0.81	0.73	0.66	0.59	0.54	0.48
	PV at 11% Discounted Rate	(3,836.84)	548.27	492.49	443.36	377.95	340.09	278.60	251.00
	Net Present Value Positive (+)								

AMOUNT OF WORKING CAPITAL & INVESTMENT CAPITAL STATEMENT
CASH FLOW STATEMENT

Currency in USD Thousand

Sr.No	Particulars	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	2	11	12	13	14	15	16	17	18
	CASH INFLOW								
1	Local Sales Income	930.24	930.24	930.24	930.24	930.24	930.24	930.24	930.24
	CASH OUTFLOW								
2	Costs of Products - Operating Exp	86.07	86.07	86.07	86.07	86.07	86.07	86.07	86.07
3	Cost of Goods sold	182.15	182.15	182.15	182.15	182.15	182.15	182.15	182.15
4	Income Tax	94.77	94.77	94.77	155.77	155.77	155.77	155.77	155.77
5	Commercial Tax	46.51	46.51	46.51	46.51	46.51	46.51	46.51	46.51
6	Cash Flow from Operation (1-2-3-4-5)	520.75	520.75	520.75	459.75	459.75	459.75	459.75	459.75
7	Change in Working Capital								
8	Capital Investment and Disposal								
9	Net Cash Flow (6+7+8)	520.75	520.75	520.75	459.75	459.75	459.75	459.75	459.75
10	Discount Factor 11%	0.43	0.39	0.35	0.32	0.29	0.26	0.23	0.21
	PV at 11% Discounted Rate	226.00	203.61	183.30	145.74	131.49	118.61	106.66	96.09
	Net Present Value Positive (+)								

FOREIGN EXCHANGE AND LOCAL SAVINGS

Currency in USDThousand

[illegible]

FOREIGN EXCHANGE AND LOCAL SAVINGS

Currency in USDThousand

[illegible]

TAX CONTRIBUTION TO THE HOST COUNTRY (MYANMAR)

Currency in USD Thousand

Sr No	Year	Income Tax (25%)	Commercial Tax (25%)	Personal Salaries Income Tax (Local) (Estimate) (10%)	Personal Salaries Income Tax (Foreign) (Estimate) (10%)	Total
0	2017 - 2019	-	-	-	-	-
1	2019 - 2020	-	46.51	2.28	-	48.79
2	2020 - 2021	-	46.51	2.28	-	48.79
3	2021 - 2022	-	46.51	2.28	-	48.79
4	2022 - 2023	-	46.51	6.78	-	53.29
5	2023 - 2024	-	46.51	6.78	-	53.29
6	2024 - 2025	94.77	46.51	6.78	-	148.06
7	2025 - 2026	94.77	46.51	6.78	-	148.06
8	2026 - 2027	94.77	46.51	6.78	-	148.06
9	2027 - 2028	94.77	46.51	6.78	-	148.06
10	2028 - 2029	94.77	46.51	6.78	-	148.06
11	2029 - 2030	155.77	46.51	6.78	-	209.06
12	2030 - 2031	155.77	46.51	6.78	-	209.06
13	2031 - 2032	155.77	46.51	6.78	-	209.06
14	2032 - 2033	155.77	46.51	6.78	-	209.06
15	2033 - 2034	155.77	46.51	6.78	-	209.06
Total		1,252.68	697.68	88.20	-	2,038.56

Note : During the course of project life for fifteen years, accumulated contribution under tax to

Union Government amounting to USD in Thousand (2,038.56)

VALUE OF REQUIRED MACHINERY AND EQUIPMENT

Currency in USD

NO.	LIST OF ITEM	H.S CODE	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
1	Boiler, its Auxiliaries and Ancillaries Equipment	8404 , 8402	Unit	1	627,404.00	627,404.00		Brand New
2	Pollution Control Equipment with Accessory	8421	Unit	1	91,020.00	91,020.00		Brand New
3	Boiler water System (Power Cycle)	8402 , 8413	Unit	1	7,000.00	7,000.00		Brand New
4	Fuel (Rice Husk) Handling System From Storage Silo to Fuel Bunker at Boiler	8543 , 4010	Unit	1	25,000.00	25,000.00		Brand New
5	Ash Handling System with Accessory	8543	Unit	1	57,400.00	57,400.00		Brand New
6	Plant Water System with Accessory	8402 , 8413	Unit	1	210,740.00	210,740.00		Brand New
7	Circulating and Auxiliary Cooling Water (CCW) System with Accessory	8419	Unit	1	32,800.00	32,800.00		Brand New
8	Plant Piping System and valves	8402 , 8481	Unit	1	48,000.00	48,000.00		Brand New
9	Air Compressor with Accessory	8404 , 8414	Unit	1	15,500.00	15,500.00		Brand New
10	Hydrant System with Accessory	8481 , 8424	Unit	1	9,860.00	9,860.00		Brand New
11	Crane for Turbine Generator Building	8426	Unit	1	34,500.00	34,500.00		Brand New
12	Rice Husk Unloading & Storing System with Accessory	8431 , 4010 , 8414	Unit	1	142,280.00	142,280.00		Brand New
13	Electrical System with Accessory	8543 , 8501 , 8537	Unit	1	221,400.00	221,400.00		Brand New
14	Control and Instrumentation with Accessory	8537 , 8471	Unit	1	73,800.00	73,800.00		Brand New
15	Steam Turbine and its Auxiliary Equipment	8406	Unit	1	843,350.00	843,350.00		Brand New
	Total Amount			15		2,440,054.00		
	Total Amount (USD In Thousand)					2,440.05		



井上 祥一
Mr. Inoue Shoichi
Managing Director
Myaung Mya FM Biomass Power Co., Ltd.

စိုးအောင်
ညွှန်ကြားရေးမှူး
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ဧရာဝတီတိုင်းဒေသကြီး

လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ

၁။ အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ကျွန်တော်တို့၏ “မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်” “MYAUNG MYA FM BIOMASS POWER CO., LTD.” သည် ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြခရိုင်၊ မြောင်းမြမြို့နယ်၊ မုဆိုးကွင်း၊ အမှတ်(၂၂)၊ နန်းချောင်းတောင်ကျေးရွာ ရှိ ဧရိယာ (၁.၇၆၆ ဧက) (၇,၁၅၀ စတုရန်းမီတာ) အကျယ်အဝန်းမြေကွက်ပေါ်တွင် စက်ရုံ တည်ဆောက်ကာ “စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း” ဆောင်ရွက်ရန် (Manufacturing Industry) အတွက် လုပ်ကိုင်ခွင့်အား ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီသို့ အတည်ပြုလျှောက်ထားလွှာ ပေးပို့တင်ပြ လျှောက်ထားသော ဖက်စပ်ကုမ္ပဏီဖြစ်ပါသည်။ ထိုသို့ ထုတ်လုပ်ရာတွင် အဓိကအားဖြင့် ပြည်တွင်း၌ပိုမိုလျှော့နေသော ဘေးထွက်ပစ္စည်းများဖြစ်သည့် စပါးခွံများကို အဓိကကုန်ကြမ်းအဖြစ်ဝယ်ယူမည်ဖြစ်ပြီး၊ ခေတ်မှီစက်ကိရိယာများနှင့် တာဘိုင်ဆီတို့ကိုပြည်ပမှတင်သွင်းလျက် အဆင့်မြင့်နည်းပညာများအသုံးပြုပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်သွားမည်ဖြစ်ပါသည်။ ထုတ်လုပ်သည့်လျှပ်စစ်ဓါတ်အား (၁၀၀) ရာခိုင်နှုန်းကို ပြည်တွင်းတွင် ဖြန့်ဖြူးရောင်းချသွားရန် ရည်မှန်းချက်ထားရှိပါသည်။

၂။ ထိုသို့ “စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း” ဆောင်ရွက်ရာတွင် ပြည်တွင်းရှိ အတတ်ပညာရှင်များ၊ ကျွမ်းကျင်ဝန်ထမ်းများ ၊ ရုံးဝန်ထမ်းများ၊ ထုတ်လုပ်ရေးဝန်ထမ်းများခန့်အပ်၍ ဆောင်ရွက်မည် ဖြစ်ပြီး ထိုဝန်ထမ်းများ လုပ်ငန်းခွင်သာယာရေးအနေဖြင့် နေထူးနေ့မြတ်များတွင် ပျော်ပွဲရွှင်ပွဲများပြုလုပ်ပေးခြင်း၊ ပညာဗဟုသုတများတိုးတက်စေရန် စာပေဟောပြောပွဲများအား စီစဉ်ဆောင်ရွက်ပေးခြင်း၊ စာကြည့်တိုက်ထားပေးခြင်း ၊ လုပ်ငန်းစွမ်းဆောင်ရည်အလိုက် ထူးချွန်ဆုချီးမြှင့်ပေးခြင်းများ၊ သာရေးနာရေးဆိုင်ရာ ကိစ္စရပ်များတွင် ပံ့ပိုးကူညီပေးခြင်းများ စသည်တို့ကို ပြုလုပ်ပေးသွားမည် ဖြစ်ကြောင်း လေးစားစွာဖြင့် တင်ပြအပ်ပါသည်။

၃။ ထို့ပြင် လုပ်ငန်းခွင်လုံခြုံရေးဆိုင်ရာ အသိပညာပေးခြင်းများ၊ လုပ်ငန်းကျွမ်းကျင်မှုဆိုင်ရာ လေ့ကျင့်သင်ကြားပေးခြင်းများ ဆောင်ရွက်သွားမည်ဖြစ်ပြီး ၊ ဝန်ထမ်းများအတွက်အမှန်တကယ် လုပ်ငန်းခွင်လုံခြုံရေးကိုလည်း စီမံဆောင်ရွက်ထားရှိမည်ဖြစ်ပါသည်။ ဝန်ထမ်းများနာမကျန်းဖြစ်ပါက အရေးပေါ်ကုသနိုင်ရေးအတွက် ဆေးနှင့် ဆေးအထောက်အကူပြုပစ္စည်းများကိုလည်း လုပ်ငန်းနေရာတွင် ထားရှိမည်အပြင် ဝန်ထမ်းများ သက်သာချောင်ချိရေး နှင့် ကျန်းမာရေးနှင့်ညီညွတ်စေရေးတို့အတွက် လုပ်ငန်းနေရာအတွင်း စားသောက်ရန်နေရာများစီစဉ်ပေးထားခြင်း၊ လူမှုဖူလုံရေးကြေးများကို ထည့်ဝင်ပေးကာ ဝန်ထမ်းများ၏လူမှုဖူလုံရေးအတွက် အပြည့်အဝဆောင်ရွက်ပေးခြင်း စသည်များကိုလည်း ဆောင်ရွက်သွားမည် ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

၄။ ကျွန်တော်တို့ ကုမ္ပဏီ၏ လူမှုရေးဆိုင်ရာတာဝန်ယူမှုများ (Corporate Social Responsibility - CSR) အနေဖြင့် နိုင်ငံတော်အတွက် အခွန်ဘဏ္ဍာငွေများထမ်းဆောင်ပြီးနောက် ကျန်ရှိသော အသားတင် အမြတ်၏ (၁) ရာခိုင်နှုန်း ကို အောက်ဖော်ပြပါလူမှုအကျိုးပြုလုပ်ငန်းများ ဆောင်ရွက်သွားရန် စီစဉ်ဆောင်ရွက် လျက် ရှိကြောင်း တင်ပြအပ်ပါသည်။

- (က) ဝန်ထမ်းများအား လုပ်ငန်းကျွမ်းကျင်မှုဆိုင်ရာ သင်တန်းများပေးခြင်း။ (၂၅%)
- (ခ) ဝန်ထမ်းများ၏ ကျန်းမာရေးလုပ်ငန်းများဆိုင်ရာ ထောက်ပံ့ပေးခြင်း။ (၂၅%)
- (ဂ) စက်မှုဇုန်ဖွံ့ဖြိုးတိုးတက်ရေးတွင် ပါဝင်ဆောင်ရွက်ခြင်း။ (၂၅%)
- (ဃ) ဒေသဖွံ့ဖြိုးရေးအတွက်လိုအပ်သောနေရာများတွင် ကူညီထောက်ပံ့ပေးသော ဆောင်ရွက်မှုများ။ (၂၅%)

၅။ သို့ဖြစ်ပါ၍ ကျွန်တော်တို့၏ "မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်" "MYAUNG MYA FM BIOMASS POWER CO., LTD." ၏ အတည်ပြုလျှောက်ထားလွှာကို ဆောလျှင်စွာ အတည်ပြုမိန့် ခွင့်ပြုပေးပါရန် မေတ္တာရပ်ခံ တင်ပြအပ်ပါသည်။

ရိုသေလေးစားစွာဖြင့်
လျှောက်ထားသူ

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.

Plans for Social Security and Welfare for Employees

1. Our company, **"MYAUNG MYA FM BIOMASS POWER CO., LTD."** is registered as a joint venture company and submitting Endorsement application to Ayeyarwaddy Region Investment Committee for doing **"Electricity Generating from Rice Husks"** in the Republic of the Union of Myanmar. Our company is situated at Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, The Republic of the Union of Myanmar and our land area is (1.766) Acres (7,150 sqm). In this production process, we will buy **"Rice Husks"** as main raw material from local market and will import Turbine Generator Oil and required machinery from Foreign for doing subjected business with advanced technology and machines in Myanmar. We planned to sell and distribute (100 %) of electricity which we produced in the local market.
2. For doing the business activity of **"Electricity Generating from Rice Husks"**, our company will hire technicians, skilled workers, office staffs and productions staffs locally. We will organize the fun fair for special occasions, public lectures to improve knowledge for employees and will plan to set up the library also. We will plan awarding system for employees' activities due to their skills and plan to support their requirements in their social affairs.
3. Moreover, our company will give awareness and knowledge for security of business environment, plan to do trainings to get expertise and will build the secured business environment truly. We will keep some health assistances and medicines for emergency usage for employees' health matter in the factory. We will also plan to develop a place in the factory for having healthy and cheap meals. We will contribute social security fund to get social security of employees.
4. Regarding to the contribution for Corporate Social Responsibility (CSR), we have planned to contribute (1%) upon our net profit after tax by doing the following activities :
 - (a) Trainings for upgrading of employees' skills (25%)
 - (b) Health care to our employees (25%)
 - (c) Contribution for industrial zone development (25%)
 - (d) Charity activities (25%)

5. I would like to thank you in advance for your kind cooperation and I am very much appreciated for your kind endorsement upon our proposed business activity.

Yours' truly,
With Regards,

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.

ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁။ အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ကျွန်တော်တို့၏ “မြောင်းမြ အက်(စ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်” “MYAUNG MYA FM BIOMASS POWER CO., LTD.” သည် ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြခရိုင်၊ မြောင်းမြမြို့နယ်၊ မုဆိုးကွင်း၊ အမှတ်(၂၂)၊ နန်းချောင်းတောင်ကျေးရွာ ရှိ ဧရိယာ (၁.၇၆၆ ဧက) (၇,၁၅၀ စတုရန်းမီတာ) အကျယ်အဝန်းမြေကွက်ပေါ်တွင် စက်ရုံ တည်ဆောက်ကာ “စပါးခွံမှ လျှပ်စစ်ထုတ်လုပ်ခြင်း လုပ်ငန်း” ဆောင်ရွက်ရန် (Manufacturing Industry) အတွက် လုပ်ကိုင်ခွင့်အား ဧရာဝတီတိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီသို့ အတည်ပြုလျှောက်ထားလွှာ ပေးပို့တင်ပြ လျှောက်ထားသော ဖက်စပ်ကုမ္ပဏီဖြစ်ပါသည်။ ထိုသို့ ထုတ်လုပ်ရာတွင် အဓိကအားဖြင့် ပြည်တွင်း၌ပိုလျှံနေသော ဘေးထွက်ပစ္စည်းများဖြစ်သည့် စပါးခွံများကို အဓိကကုန်ကြမ်းအဖြစ်ဝယ်ယူမည်ဖြစ်ပြီး၊ ခေတ်မှီစက်ကိရိယာများနှင့် တာဘိုင်ဆီတို့ကိုပြည်ပမှတင်သွင်းလျက် အဆင့်မြင့်နည်းပညာများအသုံးပြုပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်သွားမည်ဖြစ်ပါသည်။ ထုတ်လုပ်သည့်လျှပ်စစ်ဓါတ်အား (၁၀၀) ရာခိုင်နှုန်းကို ပြည်တွင်းတွင် ဖြန့်ဖြူးရောင်းချသွားရန် ရည်မှန်းချက်ထားရှိပါသည်။

၂။ ကျွန်တော်တို့၏ ကုမ္ပဏီအနေဖြင့် ပတ်ဝန်းကျင် သန့်ရှင်းသာယာမှုရှိစေရေးအတွက် လုပ်ငန်းမှ သုံးစွဲသည့်ရေများ စနစ်တကျရှိစေရန် ရေနုတ်မြောင်းများထားရှိခြင်း၊ စွန့်ပစ်အမှိုက်များအတွက် လုပ်ငန်းခွင် နေရာအနှံ့အပြားတွင် အမှိုက်ပုံးများထားရှိပေးခြင်းနှင့် လုပ်ငန်းခွင်စွန့်ပစ်အမှိုက်များအတွက်လည်း သက်ဆိုင်ရာ စည်ပင်သာယာရေးကော်မတီမှချမှတ်ထားသော စည်းမျဉ်းစည်းကမ်းများအတိုင်း လိုက်နာဆောင်ရွက်စွန့်ပစ်ရန် စနစ်တကျစီစဉ်ဆောင်ရွက်ပေးသွားမည်ဖြစ်ပါသည်။ လေထုညစ်ညမ်းမှု၊ အသံဆူညံမှု မဖြစ်ပေါ်အောင်လည်း တတ်နိုင်သမျှ စီစဉ်ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

၃။ ကျွန်တော်တို့၏ကုမ္ပဏီအနေဖြင့် လုပ်ငန်းများဆောင်ရွက်ရာတွင် မီးဘေးကာကွယ်ရေး နှင့် စပ်လျဉ်း၍ အဆောက်အဦတိုင်းတွင် မီးဘေးကာကွယ်ရေးစနစ်များ တပ်ဆင်သွားမည်ဖြစ်ပါသည်။ မီးငြိမ်းသတ်ရန်အတွက် လိုအပ်သည့်ပစ္စည်းများအားလည်း မီးသတ်ဌာန၏ လမ်းညွှန်ချက်များအတိုင်း တပ်ဆင်ဆောင်ရွက်မည်ဖြစ်ပါသည်။ စီမံကိန်းဧရိယာတွင် မီးပေါ်ဆူမှု မဖြစ်ပေါ်စေရန်လည်း ပညာပေးခြင်း၊ လေ့ကျင့်မှုများပြုလုပ်ပေးခြင်းနှင့် စည်းကမ်းသတ်မှတ်ချက်များလည်းထားရှိသွားမည် ဖြစ်ပါသည်။ စီမံကိန်းဧရိယာအတွင်း အရေးပေါ်မီးဘေးကာကွယ်မှုအတွက် မီးသတ်ဆေးဘူးများကို အလုံအလောက် အဆင်သင့်ထားရှိသွားမည် ဖြစ်ပါသည်။

၄။ ထို့ပြင် မီးဘေးအန္တရာယ်ကြိုတင်ကာကွယ်ရေးအတွက် ချမှတ်ထားသည့်စည်းကမ်းချက်များကို ပန်ထမ်းများအနေဖြင့် တိကျစွာ လိုက်နာဆောင်ရွက်သွားရန်လည်း စီမံကွပ်ကဲ ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။ ပန်ထမ်းများအားလည်း မီးဘေးအရေးပေါ်ကာကွယ်နိုင်ရန် မီးသတ်နည်းပညာများ လေ့ကျင့်သင်ကြားပေးရန် အစီအစဉ်များ ချမှတ်မည်ဖြစ်ပါသည်။ လုပ်ငန်းခွင် နှင့် အနီးပတ်ဝန်းကျင်တွင် ဆေးလိပ်သောက်ခြင်းမပြုရန်နှင့်

ပတ်သက်သော စည်းကမ်းချက်များချမှတ်ဆောင်ရွက်မည်ဖြစ်ပြီး လျှပ်စစ်နှင့်ပတ်သက်၍ မီးဘေးအန္တရာယ်များ
မဖြစ်ပေါ်အောင်လည်း ဆောင်ရွက်ထားရှိမည်ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

ရှိသေးလေးစားစွာဖြင့်
လျှောက်ထားသူ

井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.

Environmental Management Plan

1. Our company, "MYAUNG MYA FM BIOMASS POWER CO., LTD." is registered as a joint venture company and submitting Endorsement application to Ayeyarwaddy Region Investment Committee for doing "Electricity Generating from Rice Husks" in the Republic of the Union of Myanmar. Our factory is situated at Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, The Republic of the Union of Myanmar and our land area is (1.766) Acres (7,150 sqm). In this production process, we will buy "Rice Husks" as main raw material from local market and will import Turbine Generator Oil and required machinery from Foreign for doing subjected business with advanced technology and machines in Myanmar. We planned to sell and distribute (100 %) of electricity which we produced in local market.
2. Due to get clean environment, our company will build well drainage system, keeping dustbins in every place to get easy access in factory and will plan to dispose the waste via related city development committee based on their rules and regulations. We will also take care to control air pollution and sound pollution.
3. We will install fire safety system in factory buildings. We will also install the instruments for firefighting due to the instruction from fire station. We will define the rules for fire safety and will give knowledge and training to employees to prevent fire problems. We will keep enough amounts of fire extinguishers in business area for emergency fire problems.
4. We will manage the employees to follow the rules and regulations about fire safety. Our company also planned to give training about emergency firefighting techniques. We will define nonsmoking area in the factory and also define some rules and regulations to prevent fire problems because of electricity usage.

Yours' truly,
With Regards,

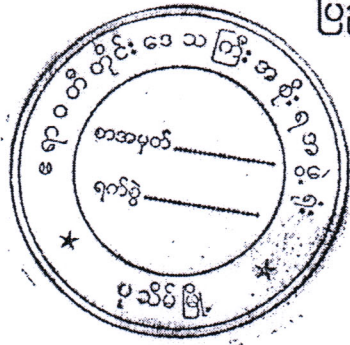
井上 祥一

MR. INOUE SHOICHI

Proposed Director

MYAUNG MYA FM BIOMASS POWER CO., LTD.

လျှို့ဝှက်



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ဧရာဝတီတိုင်းဒေသကြီး

စာအမှတ်၊ ၆၀၀/၆-၄(၄၈၁)/အစိုးရ(ဧရာဝတီ)
ရက်စွဲ၊ ၂၀၁၇ခုနှစ်၊ မတ်လ ၂၀ ရက်

သို့

Myaung Mya FM Biomass Power Co.,Ltd

အကြောင်းအရာ။ မြောင်းမြမြို့၊ စပါးခွံဓာတ်ငွေ့သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံ စီမံကိန်းပြုလုပ်ရန်
အတွက် သဘောထားမှတ်ချက်ပေးပို့ခြင်းကိစ္စ

ဖူဂျီတာကော်ပိုရေးရှင်းနှင့် မြန်မာ့စိုက်ပျိုးမွေးမြူရေးကုမ္ပဏီလီမိတက်(MAPCO)တို့
ပူးပေါင်း၍ ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြခရိုင်အတွင်းရှိ စပါးခွံဓာတ်ငွေ့သုံးလျှပ်စစ်ဓာတ်အား
ပေး စက်ရုံစီမံကိန်းကို ရင်းနှီးမြှုပ်နှံရန်အတွက် MICခွင့်ပြုချက်ရရှိရန် လိုအပ်ပါသဖြင့် ထောက်ခံချက်
ရရှိနိုင်ရေး တင်ပြလာမှုနှင့်ပတ်သက်၍ ဧရာဝတီတိုင်းဒေသကြီးအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ်
(၂/၂၀၁၇)၊ ဆုံးဖြတ်ချက်(၁၇)၌ ‘တိုင်းဒေသကြီးပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် ရာသီဥတုပြောင်းလဲမှု
ဆိုင်ရာကြီးကြပ်မှုကော်မတီမှ စိစစ်ပြီး သဘောထားအကြံပြုချက်ပြန်လည်တင်ပြရန်’ ဆုံးဖြတ်ခဲ့မှုအရ
တိုင်းဒေသကြီးပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်ရာသီဥတုပြောင်းလဲမှုဆိုင်ရာကြီးကြပ်မှုကော်မတီ ၏
စိစစ်တင်ပြလာမှုနှင့်ပတ်သက်၍ (၂၄-၃-၂၀၁၇)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် ဧရာဝတီတိုင်းဒေသကြီး
အစိုးရအဖွဲ့အစည်းအဝေး အမှတ်စဉ် (၁၀/၂၀၁၇)၊ ဆုံးဖြတ်ချက်(၁၂)၌ “ကန့်ကွက်ရန်မရှိကြောင်း
Myaung Mya FM Biomass Power Co.,Ltdသို့ ပြန်ကြားရန်” ဆုံးဖြတ်ခဲ့ပါသဖြင့် လုပ်ထုံး
လုပ်နည်းများနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

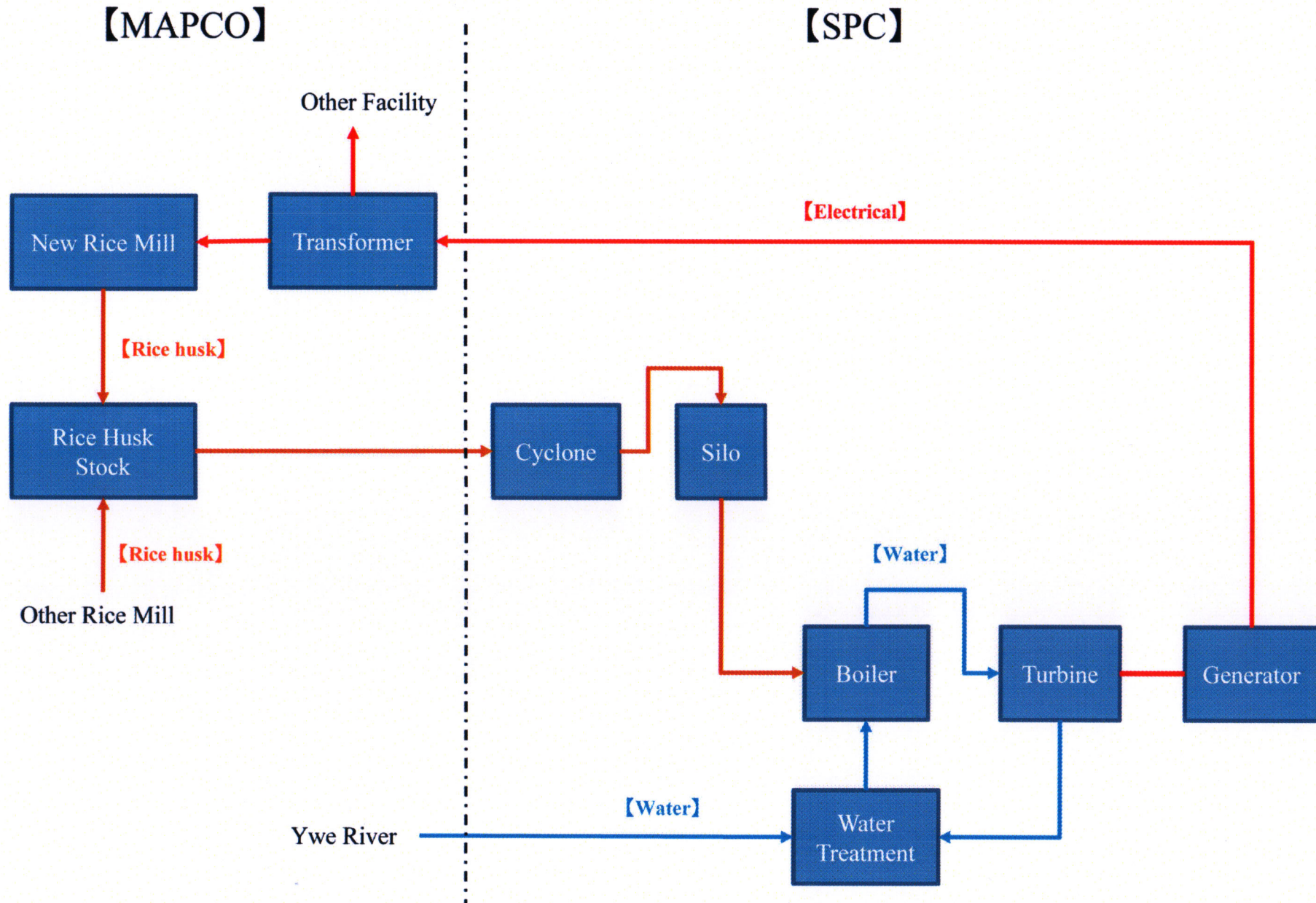
ဝန်ကြီးချုပ် (ဥပဒေ)
(သန်းဆွေစင်း၊ အတွင်းရေးမှူး)

မိတ္တူကို

လျှပ်စစ်၊စွမ်းအင်၊စက်မှုလက်မှုနှင့်လမ်းပန်းဆက်သွယ်ရေးဝန်ကြီး၊
ဧရာဝတီတိုင်းဒေသကြီးအစိုးရအဖွဲ့
ညွှန်ကြားရေးမှူး၊ တိုင်းဒေသကြီးပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ ပုသိမ်မြို့၊
လှည့်လည်စာတွဲ/ရုံးလက်ခံ

လျှို့ဝှက်

Block Diagram for Rice Husk Generation



Land Lease Agreement

BETWEEN

MYAUNG MYA FM BIOMASS POWER CO., LTD

AND

MYANMAR AGRIBUSINESS PUBLIC COMPANY (MAPCO) LIMITED

DATED THE 18th DAY OF MAY 2017

TABLE OF CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION.....	2
2. CONDITIONS PRECEDENT AND THE EFFECTIVE DATE	6
3. THE LEASE	6
4. RENTAL PAYMENT	7
5. LESSOR'S COVENANTS AND OBLIGATIONS	8
6. LESSEE'S RIGHTS, Covenants AND OBLIGATIONS	10
7. REPRESENTATIONS AND WARRANTIES.....	12
8. INDEMNIFICATION	14
9. TERMINATION.....	14
10. MINERAL RESOURCES AND TREASURES	17
11. GOVERNING LAW	17
12. DISPUTE RESOLUTION	17
13. STAMP DUTY AND REGISTRATION.....	19
14. GENERAL PROVISIONS.....	19
APPENDIX 1 Head Lease	24
APPENDIX 2 Map of the Land.....	25
APPENDIX 3 Identification of the Project Land.....	26
APPENDIX 4 Pre-Operation Lessor Works	27

Land Lease Agreement

THIS AGREEMENT is made on the 18th day of May 2017,

BETWEEN:

- (1) **Myanmar Agribusiness Public Corporation (MAPCO) Limited** (Company Registration No. 134/2012-2013), a company incorporated under the laws of the Republic of the Union of Myanmar and having its principle office at MAPCO Building, No. 100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (port) Township, Yangon Myanmar ("**Lessor**"); and
- (2) **Myaung Mya FM Biomass Power Co., Ltd** (Company Registration No. 1131 FC/2016-2017), a company incorporated under the laws of the Republic of the Union of Myanmar and having its principle office at Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, Myanmar (the "**Lessee**")

(collectively the "**Parties**", and each individually a "**Party**").

WHEREAS:

- (A) Lessor is a public company established under the Myanmar Companies Act 1914, which is implementing the Integrated Rice Complex Project. Lessor entered into a Lease Agreement with the Ministry of Agriculture, Livestock and Irrigation ("**MALI**", formerly known as the Ministry of Agriculture and Irrigation) represented by U Kyaw Shwe regarding the 334.72 acres of land located at Plot No. 265, 267(a) and 268 at Ma yan Chaung Kwin, Danu Chaung Kwin, Danu Chaung Taung Village Group No. (22), Mu Soe Kwin, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region ("**Land**") on 24 July 2014 and thereafter executed an amendment agreement on 28 January 2016 (collectively the "**Head Lease**").
- (B) Lessee is a joint venture company established by Fujita Corporation ("**Fujita**"), a company incorporated under the laws of Japan, and Lessor, pursuant to the joint venture agreement entered into between Fujita and MAPCO ("**Joint Venture Agreement**") for the purpose of developing and constructing on the Project Land (as defined below) a 1.6 megawatt biomass power plant ("**Power Plant**") and operating the Power Plant ("**Business**").
- (C) Fujita and the Lessor submitted an application to the MIC in 2017 to obtain the Endorsement (as defined below) from the Myanmar Investment Commission ("**MIC**") issued under the Myanmar Investment Law (Pyidaungsu Hluttaw Law No. 40/2016) ("**MIL**"), which among others, approved the long term lease of the Project Land from Lessor to the Lessee..
- (D) Lessor is desirous of leasing the Project Land to Lessee and Lessee has agreed to lease the Project Land from the Lessor for the purpose of developing the Project Land into the Power Plant.
- (E) The Parties have agreed to enter into this Agreement to give effect to their intentions and to record and regulate each of the Parties' respective rights, subject to MIC issuing an Endorsement, whereby MIC will grant the Lessee with the right to lease the Project Land for a period of up to 50 years with the possibility of two extensions of 10 years each in accordance with the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

"**Agreement**" means this Land Lease Agreement entered into between Lessor and Lessee on the 18th day of May 2017.

"**Annual Rent**" has the meaning given to it in Clause 4.1(a)(ii).

"**Applicable Law**" has means with respect to any person, any law, rule, regulation, statutory provision, directive, treaty, judgement, decree of any Governmental Authority (including stock exchange), or notification of any Governmental Authority, including any promulgation, announcement, order, direction or written policy of the Government having the force of law thereof of the jurisdiction in which such company is subject thereto and applicable in the circumstances.

"**Business**" has the meaning given to it in Recital (B).

"**Business Days**" means a day, other than a Saturday, Sunday or a public holiday, on which commercial banks are open for ordinary banking business in Myanmar Japan and Singapore.

"**Claim**" means any and all suits, sanctions, legal proceedings, claims, actions, assessments, judgments, penalties, demands or fines brought or enforced against a person.

"**Closing Date**" has the meaning given to it in the Joint Venture Agreement.

"**Commercial Operation Date**" has the meaning given to it in the Power Purchase Agreement.

"**Discount**" has the meaning given to it in Clause 9.6(c)

"**Dispute**" has the meaning given to it in Clause 12.1.

"**Early Termination**" has the meaning given to it in Clause 9.4(a).

"**Early Termination Right**" has the meaning given to it in Clause 9.4(b).

"**Effective Date**" has the meaning given to it in Clause 2.

"**Encumbrance**" means any form of legal, equitable or security interests, including but not limited to any mortgage, charge (whether fixed or floating), pledge, lien, assignment of rights or receivables, debenture, restriction, hypothecation, title retention or any other encumbrance or security interest, or other right of any person (including any right to acquire, option, right of refusal or right of pre-emption), and "**Encumbered**" shall be construed accordingly.

"**Endorsement**" means the endorsement issued by the MIC under section 25 (d) of the MIL.

"**Expected Earnings**" means is the amount calculated pursuant to the following formula:

$$\text{EBITDA} \times 30 \% \times (15 - N)$$

Where:

EBITDA is, (i) for the first fiscal year, the estimated earnings before interest, taxes, depreciation and amortization calculated based on the business plan provided to Lessor by the Lessee prior to entering into this Agreement, and (ii) for the second fiscal year and after, the earnings before interest, taxes, depreciation and amortization calculated based on the Power Producer's audited financial statement for the immediately prior fiscal year, which is the profit derived by deducting administrative and operational expenses, excluding any payment of taxes. In the event that the first fiscal year has less than 12 calendar months, the EBITDA shall be the amount calculated by dividing the earnings before interest, taxes, depreciation and amortization of the audited financial statement by the number of days of operation of the Power Plant and multiplying such amount by 300 days.

N is the number of number of years that has lapsed from the Commercial Operation Date.

"Extended Term" has the meaning given to it in the Clause 3.2(b).

"Extension Notice" has the meaning given to it in the Clause 3.2(c).

"Feedstock Supply Agreement" means the Feedstock Supply Agreement entered into by the Parties, dated May 18, 2017, for the supply of rice husk that will be used as fuel to generate electric power by the Power Plant.

"First Rent" has the meaning given to it in the Clause 4.1(a)(i).

"Force Majeure Event" has the meaning given to it in the Clause 14.8(a).

"Good Industry Practice" means using standards and practices conforming to the Applicable Law and exercising that degree of skill care and diligence reasonably expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances under international standards.

"Governmental Authority" means any foreign, domestic, federal, supra-national, national, provincial, territorial, regional, municipal, state or local governmental authority, quasi-governmental authority, court, governmental or self-regulatory organization, commission, tribunal, organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, as the context or the terms of this Agreement may require, and any successor to or any assignee of any of the foregoing.

"Head Lease" has the meaning given to it in Recital (A), which is attached hereto as APPENDIX 1.

"Initial Term" has the meaning given to it in the Clause 3.2(a).

"Investment Amount" means the amount of investment made by Lessee in relation to the construction and development of the Power Plant which includes the total construction cost of the Power Plant (including any actual amounts due and outstanding the Lessee would be required to pay to contractors) where the Power Plant has not been completed OR in the case where the Power Plant is completed and is fully operational then it means the Power Plant Remaining Value.

"Joint Venture Agreement" has the meaning given to it in Recital (B).

"Land" means the land located at Danone Choung Village Group, No.22, Musoe Field, Myaun Mya District, the map of which is attached hereto as APPENDIX 2.

"Lease" has the meaning given to it in the Clause 3.1.

“Lessee” has the meaning given to it in the Recitals.

“Lessor” has the meaning given to it in the Recitals.

“Losses” means all liabilities including all fines, fees, losses, costs, claims, judgments, awards, damages, penalties, or expenses incurred or arising from a breach of this Agreement and all expenditures or expenses in connection with the enforcement of the terms and conditions of this Agreement but excluding all consequential loss or consequential damages (including by way of illustration, loss of profits and loss of revenue) incurred whether directly or indirectly by a Party for whatever reason or ground;

“MALI” has the meaning given to it in Recital (A).

“MAPCO Expected Rental” means the amount calculated pursuant to the following formula

$$\text{Annual Rent} \times 30\% \times (15 - N)$$

Where:

N is the total number of years that has lapsed from the Effective Date

“MIC” has meaning given to it in Recital (C).

“MIL” means the Myanmar Investment Law 2016 (Pyidaungsu Hluttaw Law No. 40/2016).

“Myanmar” means the Republic of the Union of Myanmar.

“Operational Date” has the meaning given to it in Clause 5.2(c).

“Power Purchase Agreement” means the Power Purchase Agreement entered into by the Parties, dated May 18, 2017, for the sale and purchase of electric power generated by the Power Plant.

“Pre-Operation Lessor Works” means the work that Lessor shall undertake, carry out and complete, pursuant to Clause 5.2(b), particulars of which are set out in APPENDIX 4.

“Project Agreements” means the Power Purchase Agreement and Feedstock Supply Agreement.

“Project Land” means the 7,150 m² (approximately 1.766 acres) of land out of the Land which will be leased from Lessor to Lessee for the purpose of constructing and developing the Power Plant and engaging in the Business, particulars of which are specified in APPENDIX 3.

“Power Plant” has the meaning given to it in Recital (B).

“Power Plant Remaining Value” means the amount calculated pursuant to the following formula:

$$V \div 15 \times (15 - N)$$

Where:

V is the total construction cost, which includes the EPC Contract amount and other costs and expenses that Lessor incurs for the development of the Power Plant.

N is the number of number of years that has lapsed from the Commercial Operation Date.

"Project" means construction and development of the Power Plant and engaging in the Business.

"Related Dispute" has the meaning given to it in Clause 12.3(a).

"Rent" has the meaning given to it in Clause 4.1(a)(ii).

"Same Arbitral Tribunal" has the meaning given to it in Clause 12.3(a).

"SIAC" has the meaning given to it in Clause 12.2(a).

"Storage Facilities" means the storage that Lessor will construct on the land adjacent to the land on which the Power Plant will be constructed and developed for the purpose of storing the rice husk that will be supplied to Lessee by the Lessor pursuant to the Feedstock Supply Agreement.

"Term" means the Initial Term and Extended Term.

"Termination Compensation" means the sum of:

- (a) Investment Amount;
- (b) Expected Earnings; and
- (c) other Losses that Lessee would incur due to the termination of the Agreement.

"TTM" means the Telegraphic Transfer Middle Rate

1.2 Interpretation

- (a) References to **"Recitals"**, **"Clauses"** and **"Appendixes"** are to recitals and clauses of, and appendixes to this Agreement and references to this **"Agreement"** shall mean this Agreement and the Appendixes hereto.
- (b) The headings in this Agreement are for convenience only and shall not affect the interpretation hereof.
- (c) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of any gender shall include all genders.
- (d) References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied or supplemented from time to time.
- (e) Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to the date of this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.
- (f) References to a **"person"** shall be construed so as to include any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality).

- (g) References to times of the day are to local time in the relevant jurisdiction unless otherwise stated.
- (h) The words "**written**" and "**in writing**" include any means of visible reproduction.
- (i) Whenever the word "**including**" is used, it shall be deemed to be followed by the words "**but not limited to**" and where an expression is qualified by one or more examples preceded by the word "**including**", it shall not limit the general scope of that expression.

2. CONDITIONS PRECEDENT AND THE EFFECTIVE DATE

This Agreement shall come into force and become effective on the later of (i) the date on which the Endorsement approving this Agreement is issued, or (ii) date of the signing of this Agreement by both of the Parties ("**Effective Date**").

3. THE LEASE

3.1 Form of the Lease

- (a) In consideration of the payments referred to in Clause 4 and subject to the terms and conditions contained herein, the Lessor hereby leases the Project Land to Lessee and Lessee hereby agrees to lease the Project Land from Lessor ("**Lease**").
- (b) The Lessee shall at all times keep, observe and perform the obligations set out in clauses 5(g), 5(l), 5(p), 5(q), 5(r) and 25 to be performed by the Lessor as lessee under the Head Lease, with respect to the Project Land which forms part of the Land in accordance with the Head Lease attached hereto as APPENDIX 1 and amendments from time to time subject to Clause 0;

The Lessor shall notify and obtain prior written consent of the Lessee of any amendments or changes to the Head Lease that may affect the obligations to be performed by the Lessee under Clause 3.1(b). For the avoidance of doubt, any amendments made to the Head Lease without the prior written consent of the Lessee shall not affect the Lessee's obligations under Clause 3.1(b).

3.2 Term of the Lease and Extensions

- (a) The Lease shall commence on the Effective Date and shall continue for term of fifty (50) years ("**Initial Term**").
- (b) Subject to any restriction under any Applicable Law and the Head Lease, the Parties may mutually agree to extend the term of this agreement twice each for a period of ten (10) years ("**Extended Term**").
- (c) In the event that the Parties choose to extend the term of this Agreement pursuant to Clause 3.2(b) above, Lessee shall give a notice to Lessor indicating its intention to extend the term and also proposing the period to be extended, at least one (1) year prior to the expiration of the Term ("**Extension Notice**"). The Parties shall negotiate and mutually agree on the period of extension and terms and conditions of the Extended Term.

3.3 Conditions Precedent to Lessor's Obligations

Lessor's obligation to lease the Project Land under Clause 3.1 shall be conditional upon the Lessor receiving all necessary and requisite approvals from MALI for the use of the Project Land for the performance and implementation of the Project and the Lessee the receiving all necessary and requisite approvals, including for the construction of the Power Plant and operation of the Business on the Project Land from all relevant Governmental Authority in the Republic of the Union of Myanmar.

4. RENTAL PAYMENT

4.1 Rental Amount

- (a) In consideration of the Lease, the Lessee shall pay the Lessor as rent:
 - (i) for the period between the Effective Date and until 17th anniversary date thereof, a total of USD 62,650 ("**First Rent**"); and
 - (ii) during the period from the 17th anniversary date of the Effective Date until the end of the Term, 618 Kyat per square meter (2,500,000 Kyat per acre per year), which amounts to 4,418,700 Kyats per year ("**Annual Rent**", and together with the First Rent, the "**Rent**").
- (b) For the avoidance of doubt, this Rent is inclusive of any applicable Tax. The Lessee shall deduct or withhold any withholding, commercial or other taxes, duties, charges or deductions required under the tax laws of Myanmar.
- (c) The Lessee shall pay the Lessor the Rent in the following manner:
 - (i) for the First Rent, the Lessee shall pay the First Rent by way of issuing shares to the Lessor on Closing Date; and
 - (ii) for the Annual Rent, on or before each anniversary date of the Effective Date.
- (d) In the event that the Lessor does not deliver possession of the Project Land on the Effective Date, the Lessor shall reimburse the Lessee the rent for such period, in accordance with the following formula:

$$USD\ 62,650 \div 17 \div 365\ days \times N$$

Where:

N is the number of days from the Effective Date to the day on which the Project Land is delivered to the Lessee

4.2 Payment of the Annual Rent

- (a) Any payment due and payable by Lessee to Lessor under Clause 4.1(a)(ii) shall be made to the following account or any other account or by any other method directed by Lessor no less than one (1) week prior to the due date of such payment:

Name of Bank:	Myanma Apex Bank
Address of Bank:	No 1/5, Corner of Shwedagon Pagoda Road and Kanna Road, Latha Township, Yangon.
Account Number:	003 0153 00300 5721 031 (MMK)

Name of Account Holder: Myanmar Agribusiness Public Corporation Limited
SWIFT Code: MMABMMMY

- (b) Bank charges that may be incurred in relation to making the payment pursuant to Clause 4.2(a) above shall be borne by Lessee.

4.3 Currency of the Payment

All payments made by Lessee in connection with this Agreement in respect of any fees payable to Lessor, shall be made in Kyat or USD unless otherwise agreed by both parties. The TTM rates published by the Central Bank of Myanmar on the day of the payment shall be used to convert the amount of payment from Kyat to USD.

4.4 Conditions Precedent to Lessee's Obligations

Lessee's obligation to lease the Project Land under this Clause 4 shall be conditional upon Lessor receiving all necessary and requisite approvals from MALI for the use of the Project Land for the performance and implementation of the Project.

5. LESSOR'S COVENANTS AND OBLIGATIONS

5.1 Lessor's General Covenants and Obligations

The Lessor hereby covenants to the Lessee that the Lessor will:

- (a) co-operate with the Lessee and give such full assistance as may be required by the Lessee for it to construct and develop the Power Plant, install the intake pipe for the water river and undertake the Business on the Project Land;
- (b) allow peaceful and quiet holding of the Project Land during the Term of this Agreement without any interruption or disturbance of whatsoever nature by the Lessor, its officers, employees, agents, any person lawfully claiming to represent the Lessor or any other third party, provided that the Lessee shall at all times keep, observe and perform the obligations to be performed by the Lessee under this Agreement. For the avoidance of doubt, Lessor shall undertake discussions and negotiations with the MALI if necessary for Lessee to fully enjoy and use the Project Land and to notify and obtain prior written consent of the Lessee of any changes to the Head Lease in accordance with Clause 0 of this Agreement;
- (c) allow the Lessee to use the Project Land free of any restrictions for the purpose of constructing and developing the Power Plant and engaging in the Business, including the land on which the intake pipe from the river to the Power Plant will be located;
- (d) diligently, properly and in a timely manner perform and comply with all the expressed and implied terms and conditions of the Head Lease, including promptly paying and discharging all land premiums, rents, taxes, assessment, land revenue, duties, fees, charges and other outgoings and taxes which are or may be imposed upon the Lessor and/or the Land by any third party including the MALI and/or other relevant Government Authorities. Lessor shall immediately notify the Lessee of any breach of such terms or of any circumstance that may result in a breach of the terms and conditions of the Head Lease;
- (e) not (i) change, terminate, surrender or waive, or attempt to change, terminate, surrender or waive the Head Lease or any of its rights to the Project Land under the Head Lease, (ii) lease, license, grant an easement over or allow the use of part or all of the Project Land to any third party other than the Lessee, or (iii) mortgage, assign, transfer or sell part or all of the Project

Land to any third party or create any Encumbrance over its rights to the Project Land in whole or in part, without the prior written consent of the Lessee;

- (f) as soon as practical and after the Parties agree to extend the Initial Term as contemplated in Clause 3.2(b), execute the necessary documents and do all necessary things for the Extended Term to be effected. Any fees, costs and/or expenses related to (i) extending the Term of this Agreement shall be borne equally by Lessor and Lessee and (ii) extending the term of the Head Lease shall be borne by Lessor;
- (g) not do or omit to do anything which may result in the (i) breach of the terms and conditions of the Head Lease, (ii) termination, cancellation or withdrawal of the Head Lease, or (iii) alteration, variation of the terms and conditions of the Head Lease, unless in accordance with Clause 0;
- (h) permit the Lessee at the expiration or earlier termination of this Lease to remove all the Lessee's fixtures and fittings and property whatsoever where so removable. For the avoidance of doubt, fixtures and fittings does not include things attached to the earth or permanently fastened to anything attached to the earth, all of which shall form part of the Project Land;
- (i) irrevocably appoint the Lessee as its agent to do anything in relation to the Project Land which the Lessor is obliged to do (but has not done) under this Agreement or under the terms and conditions of the Head Lease relating solely to the obligations of the Lessor owed to the MALI and/or, other Government Authorities in respect of the Project Land;
- (j) diligently, properly and in a timely manner perform any acts and comply with all Applicable Law, including ensuring that it is duly qualified to do business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties requires such qualification and maintaining the validity of its certificate of incorporation;
- (k) deliver the Project Land to the Lessee free of all defects and encumbrances;
- (l) ensure that no above ground obstacles, such as buildings, structures, objects and/or any and all other things including trees, are present on the Project Land that will affect the construction and development of the Power Plant and to engage in the Business.

5.2 Lessor's Facility related Covenants and Obligations

- (a) The Lessor shall have, as of the Effective Date, undertaken and completed the demolishing and/or removal of any buildings, structures, objects and/or any and all other things including trees present or occupying the Project Land.
- (b) The Lessor shall at its own costs and expense carry out, or procure the carrying out of, the design, construction and maintenance of the Pre-Operation Lessor Works in accordance with Good Industry Practice and the requirements set out in APPENDIX 4.
- (c) The Pre-Operation Lessor Works shall be completed and ready for use by the day on which Power Plant becomes fully operational ("**Operational Date**"). The Lessor shall provide the Lessee with a monthly progress report on each of items included in the Pre-Operation Lessor Works provided that the Lessee shall also provide the Lessor with monthly progress reports on the Facility EPC Works (as defined in the Power Purchase Agreement).
- (d) The Lessor shall permit the Lessee and its consultants, representatives and agents to access the Land at which the Pre-Operation Lessor Works are being carried out during normal working hours for the purpose of monitoring the progress of the Pre-Operation Lessor Works and verifying whether the Lessor is in compliance with the requirements of this Agreement.

- (e) Upon notification from the Lessor to the Lessee of the completion of the Pre-Operation Lessor Works, the Lessee shall inspect the Pre-Operation Lessor Works to confirm its conformity with Good Industry Practice. In the event that the Lessee finds any defect or non-conformity with Good Industry Practice in the Pre-Operation Lessor Works, the Lessee shall instruct the Lessor to rectify such defect or non-conformity. The Lessor shall provide a schedule for the rectification of the defect and/or non-conformity and obtain the consent from the Lessee. After the Parties have agreed to a schedule, the Lessor shall rectify such defect and/or non-conformity at its own cost and expense within the schedule agreed to by and between the Parties.
- (f) The Lessor shall grant to the Lessee, at no cost to the Lessee, easements, way-leaves, licences and such other right-of-ways use of service roads constructed on the Land by Lessor, which Lessee may need to use for the construction and development of the Power Plant, installation of the river water intake pipes and to engage in the Business.

5.3 Cooperation regarding Permits and Approvals

The Lessor shall provide full support to the Lessee in co-ordinating with relevant Governmental Authorities and assist the Lessee in obtaining any approvals, permits and registration of the same (if any) necessary to construct and develop the Power Plant and engage in the Business, including:

- (a) Construction Permit for the construction and development of the Power Plant;
- (b) sufficient power supply, including obtaining the Permit to Use Power Electricity and Permit to Use Generator from the relevant Governmental Authority and Permit to use Transformer; and
- (c) telecommunications facilities, including IDD telephones, e-mail access, Internet and facsimile lines.

The Lessor shall ensure that Lessee is able to (i) procure water supply, including utilising the river water intake and (ii) discharge waste water under the river water intake approval and waste water discharge permit that Lessor has obtained from the relevant Governmental Authority for the entire industrial estate.

6. LESSEE'S RIGHTS, COVENANTS AND OBLIGATIONS

6.1 Lessee's General Rights

The Parties hereby agree that the Lessee shall be entitled to fully enjoy and use the Project Land, without any interruption or disturbance of whatsoever nature, for the purpose of constructing and developing the Power Plant and engaging in the Business subject always to the Lessee's covenants and obligations in this Clause 6.

6.2 Lessee's General Covenants and Obligations

The Lessee hereby covenants to the Lessor that the Lessee will:

- (a) utilise the Project Land for the sole purpose of constructing and developing the Power Plant, placement of the intake pipes and engaging in the Business;

- (b) comply at all times with any Applicable Law and shall not do or omit to do anything which might render the Lessor in breach of its obligations under the Head Lease or which may result in the termination, cancellation or withdrawal of the Head Lease;
- (c) pay the Rent as specified in Clause 4 above, subject to withholding and applicable taxes, if any;
- (d) ensure that all activities and operations on the Project Land, or any part thereof including the buildings and related facilities, are in compliance with Applicable Law in all material aspects;
- (e) not to sub-lease the Project Land or any part thereof to any third party without the prior written consent of the Lessor;
- (f) pay all charges, fees, rates or any charges relating to the Project Land and Power Plant not specifically covenanted to be paid by the Lessor in this Agreement;
- (g) be responsible for the protection as well as preservation of the environment in and around the Project Land and undertake not to cause any damage or interference to the surrounding areas of the Project Land; and
- (h) surrender the lease and deliver vacant possession of the Project Land within fourteen days (14) upon the expiration or lawful termination of this Agreement subject to Clause 6.4 below.

6.3 Lessee's Additional Temporary Land Use Rights

During the period between Effective Date and Operational Date and in the event the Lessee requires any lodgement space and/or laydown area outside the Project Land (but in any case within the Land) to provide accommodation for the construction workers and/or temporarily place its materials, tools and equipment due to space constraints of the Project Land, the Lessee shall be entitled to request to the Lessor to provide on a temporary basis during the period of construction, at no additional cost to the Lessee, the requested additional area, to the extent that such area is available for use by the Lessee. The Parties shall discuss and mutually agree to the location and size of the lodgement space and/or laydown area.

6.4 Ownership of the Power Plant and other Facilities

- (a) The Power Plant, developed, constructed, built or installed by the Lessee on the Project Land shall be the property of the Lessee.
- (b) Upon the termination of this Agreement or expiration of the Term, the Lessee shall transfer ownership of the Power Plant (which includes the fixtures, fittings, machinery, equipment and property whatsoever used at the Power Plant) to the Lessor in accordance with and subject to the terms of Clause 9.5(a)(iii). For the avoidance of doubt, the Lessee shall not be, under any circumstance, required to demolish the Power Plant and/or any buildings or facilities the Lessee has constructed, developed or established on the Project Land upon termination of this Agreement or expiration of the Term, unless otherwise agreed to by and between the Parties.

6.5 River Water Intake Pipes

- (a) The river water intake pipe shall be installed by Lessee at Lessee's cost.
- (b) In the event that the river water intake pipes need to be installed over a road or other such Land areas which may be used for multiple purposes, the Parties shall discuss and agree on how the river water intake pipes should be installed. Subject to consent from Lessor, the river water intake pipes may be installed in the ground or above the land if necessary.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Parties

Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

- (a) Authority: it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) Authorisation: it has taken all necessary action and obtained all necessary consents to authorise the execution, delivery and performance of this Agreement;
- (c) Binding Obligations: this Agreement constitutes the legal, valid and binding obligations, which is enforceable against it in accordance with the terms hereof;
- (d) No Default: the entry into and performance of this Agreement will not give rise to a breach of any Applicable Law or any contract, to which it or its assets is bound; and
- (e) No Suits: there are no actions, suits, proceedings or investigations, pending or, to the best of its knowledge, threatened against such Party, that will have an adverse effect on its ability to fulfil its obligations under this Agreement.

7.2 Lessor's Representations and Warranties

Lessor hereby represents and warrants to Lessee that, as of the Effective Date and as of the date of each of the payments under Clause 4:

- (a) the specifications of the Project Land identified in Appendix 3 are true and accurate;
- (b) Lessor has the sole legal and beneficial rights to use the Project Land, and has the absolute right to lease the Project Land to the Lessee for the purpose and duration contemplated in this Agreement;
- (c) Lessor holds sole legal and beneficial rights to the Project Land free from all Encumbrances or claims and rights of any third party or parties Encumbrances attached to the Project Land whatsoever which might prejudice or impair the rights granted to Lessee under this Agreement;
- (d) Lessor has demolished and/or removed any buildings, structures, objects and/or any and all other things including trees present or occupying the Project Land;
- (e) the entry into and performance of this Agreement will not give rise to a breach of any provision in the Head Lease or any contract, to which it is bound;
- (f) that the Lessor is legally competent and has full power, ability and authority to perform all the terms and conditions under this Agreement;
- (g) that Lessor is not in breach and is not likely to become in breach of any express or implied condition of the Head Lease;
- (h) that Lessor has not received any notices from any Governmental Authority which may adversely affect the Lessee's use of the Project Land;

- (i) that all rents, rates, taxes, assessment, sewerage and other outgoings which are or may be charged or imposed against the Land (including the Project Land) by any third party whatsoever have been duly paid and will be duly paid throughout the Term of the Lease;
- (j) that the Land, including the Project Land, is in compliance with all Applicable Laws and the Project Land may be used and/or developed by the Lessee into a Power Plant and there are no restrictions preventing the use and development of the Project Land by the Lessee into a Power Plant and engage in the Business;
- (k) all settlers on the Project Land (if any) have been removed, resettled or relocated with adequate compensation paid to them in accordance with Applicable Law;
- (l) that Lessor has obtained all required approvals, including the written consent from the MALI regarding the Lease of the Project Land to Lessee, all changes and alterations from the plan in the Head Lease to the Power Plant and consent to lease the floor space of the Power Plant to third parties;
- (m) that the matters set out in the terms and conditions of this Agreement are true and correct in all material respects; and
- (n) that to the best of the knowledge of Lessor and as at the date of this Agreement the Lessor has neither received any notice nor is aware of any intended acquisition of the Project Land and/or any part thereof for any purposes whatsoever.

7.3 Nature of the Representations and Warranties

Each representation and warranty set out in Clauses 7.1 and 7.2 are separate and independent of the others and, save as expressly provided shall not be limited by reference to any other representation or warranty or any other provision contained in this Agreement.

7.4 Remedies and continuing obligations regarding Representations and Warranties

- (a) The Lessor shall promptly disclose in writing to the Lessee of any event or circumstances which arises or becomes known to him during the Term of the Lease which is inconsistent with any of the representations and warranties.
- (b) The rights and remedies of Lessee in respect of any breach of any representations and warranties shall not be affected by:
 - (i) the termination or determination by effluxion of time of the Lease created by this Agreement;
 - (ii) any failure to exercise or delay in exercising any right or remedy or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release; or
 - (iii) any information the Parties may have received or been given or have actual implied or constructive notice of prior to the date of this Agreement.
- (c) The provisions of this Clause 7 shall be without prejudice to any right which the Lessee may have to rescind this Agreement if the Lessee discovers any breach on the part of the Lessor during the Term of the Lease, and it shall not be a defence to any claim that the Lessee knew or ought to have known that any matters warranted or represented were not as warranted or represented.

8. INDEMNIFICATION

8.1 The Lessor shall indemnify and hold the Lessee harmless from and against any Claims and Losses, damage, cost, liability or expense, which shall include the construction cost of the Power Plant, and other administrative or operating expenses, sustained or incurred by the Lessee arising out of:

- (a) any breach of any representation or warranty made by the Lessor under this Agreement;
- (b) the failure by the Lessor to fulfil any of his obligations contained in this Agreement or any related documents in a timely and proper manner; and
- (c) any fraud, wilful misconduct or negligence of the Lessor.

8.2 The Lessee shall indemnify and hold the Lessor harmless from and against any Claims and Losses, damage, cost, liability or expense, which shall include any costs, expenses or damages payable by the Lessor to MALI pursuant to the Head Lease and other administrative or operating expenses, sustained or incurred by the Lessor arising out of:

- (a) any breach of any representation, covenant or warranty made by the Lessee under this Agreement;
- (b) the failure by the Lessee to fulfil any of his obligations contained in this Agreement or any related documents in a timely and proper manner; and
- (c) any fraud, wilful misconduct or negligence of the Lessee.

8.3 In the event the Lessee is unable to enjoy possession and occupation and/or quiet enjoyment of the Project Land due a breach of this Agreement, omission or wilful misconduct by the Lessor (including any adverse claim by any person claiming any right, title or interest in or over the Project Land), the Lessor shall fully indemnify the Lessee and hold it harmless from and against all Claims and Losses that may be made against or incurred by the Lessee as a result thereof. The Lessor shall at its own costs, upon request by the Lessee, take all necessary steps to assist the Lessee to defend any such Claim.

9. TERMINATION

9.1 Termination of this Agreement

This Agreement shall terminate upon and on the occurrence of any of the following:

- (a) expiry of the Term of this Agreement;
- (b) written agreement of the Parties to terminate the Agreement;
- (c) termination of the Project Agreements;
- (d) a Force Majeure Event occurs and such event is not remedied within six (6) months days from the occurrence of such event, and the Party not claiming Force Majeure issues a notice of its intention to terminate this Agreement;
- (e) the conditions precedent to Lessor's obligation in Clause 3.3 is not fulfilled within one (1) year from the date of this Agreement or by other such date mutually agreed to in writing between the Parties and the Lessor issues a notice to Lessee of its intention to terminate this Agreement;

- (f) the conditions precedent to Lessee's obligation in Clause 4.4 is not fulfilled within one (1) year from the date of this Agreement or by other such date mutually agreed to in writing between the Parties, and the Lessee issues a notice to Lessor of its intention to terminate this Agreement; or
- (g) termination of the Head Lease through no fault of the Lessor or Lessee.

9.2 Termination due to Default of Lessor

In addition to Clause 9.1, the Lessee shall be entitled to terminate this Agreement by serving a notice to Lessor indicating its intention to terminate this Agreement, at any time after the occurrence of any of the following:

- (a) termination of the Head Lease arising from a breach, omission or wilful misconduct of the Lessor;
- (b) Lessor fails to deliver possession of the Project Land to the Lessee in accordance with the terms of this Agreement within two (2) weeks from the day the condition precedent stated in Clause 3.3 and 4.4 is fulfilled;
- (c) Lessor defaults in the observance or performance of any of the terms and conditions on the part of the Lessor contained herein, including any breach by the Lessor or any failure to comply with the Lessor's obligations stated in Clause 5; and
- (d) Lessor breaches or has misrepresented any of the representations and warranties stated in Clause 7; or
- (e) Lessor's material breaches any of the Project Agreements.

9.3 Termination due to Default of Lessee

In addition to Clause 9.1, the Lessor shall be entitled to terminate this Agreement by serving a notice to Lessee indicating its intention to terminate this Agreement, at any time after the occurrence of any of the following:

- (a) Lessee defaults in the observance or performance of any of the material terms and conditions on the part of the Lessee contained herein, including any breach by the Lessee or any failure to comply with the Lessee's obligations stated in Clause 6;
- (b) Lessee breaches or has misrepresented any of the material representations and warranties stated in Clause 7; and
- (c) Lessee's material breaches any of the Project Agreements.

9.4 Lessee's Early Termination Rights

- (a) Notwithstanding anything contained in this Agreement, the Lessee shall have the right to terminate part or all of this Agreement, upon written notice to Lessor, any time after 15 years from the Operational Date ("**Early Termination**").
- (b) The Lessee shall give Lessor no less than three (3) months advance written notice of Lessee's election to exercise its right to Early Termination under Clause 9.4(a) ("**Early Termination Right**").

- (c) The Lessee shall not be considered breaching or defaulting any of the terms and/or conditions under this Agreement by exercising its Early Termination Right, and no termination fee, penalty, indemnity or damages of any nature whatsoever shall be payable to Lessor by Lessee due to the Early Termination.

9.5 Effect of Termination

- (a) In the event of a termination of this Agreement,
 - (i) the Lessee shall not be liable to the Lessor for the rental for the remaining period of the Term; and
 - (ii) the prorated amount of the Annual Rent proportionate to the remaining period for which it has been paid shall be refunded by the Lessor to the Lessee within fifteen (15) days from the date of termination of this Agreement.
 - (iii) the Lessee shall deliver possession of the Project Land and transfer ownership of the Power Plant (which shall include the fixtures, fittings, machinery, equipment and property whatsoever used at the Power Plant) to Lessor, in compliance with the terms and conditions in the Power Purchase Agreement. The Power Plant shall be transferred on a "as is where is" basis and the Lessee will not be required to undertake any work on the Power Plant prior to its transfer. In particular, the Lessee shall, in no event, be required to demolish the Power Plant or reinstate the Project Land to its original state.
- (b) The termination of this Agreement shall be without prejudice to the Parties' rights in respect of any antecedent breach of this Agreement, including any rights of Lessee to claim any and all Losses incurred or suffered by the Lessee.

9.6 Compensation due to Termination of the Agreement

- (a) In the event that this Agreement is terminated pursuant to Clauses 9.1(b), the Parties shall negotiate the compensation amount to be paid to Lessee by the Lessor on the basis that it should cover the Investment Amount whereby upon full and final payment of the Investment Amount, Clause 9.5(a)(iii) shall apply.
- (b) In the event that this Agreement is terminated pursuant to Clause 9.2, the Lessor shall pay the Lessee the Termination Compensation and upon full and final payment of the Termination Compensation, Clause 9.5(iii) shall apply.
- (c) In the event that this Agreement is terminated pursuant to Clause 9.3:
 - (i) the Lessee shall pay to the Lessor the MAPCO Expected Rental; and
 - (ii) the Lessor shall pay the Lessee the Power Plant Remaining Value with a pre-determined discounted rate as follows ("**Discount**"):
 - (A) where termination occurs in the period of the 1st to 5th year from the commencement of the Initial Term, a rate of 20% less than the Power Plant Remaining Value;
 - (B) where termination occurs in the period of 6th to 10th year from the commencement of the Initial Term, a rate of 10% less than the Power Plant Remaining Value; or

- (C) where termination occurs in the period of 11th to 15th year from the commencement of the Initial Term, a rate of 5% less than the Power Plant Remaining Value;

Upon full and final payment of the Power Plant Remaining Value less the applicable Discount, Clause 9.5(a)(iii) shall apply.

- (d) In addition to the payment set out in Clauses 9.6(a) to 9.6(c) above, in the event that this Agreement is terminated before the 17th anniversary date from the Effective Date, for any reason whatsoever, the Lessor shall pay the Lessee the amount calculated pursuant to the following formula:

$$\text{USD } 62,650 \div 17 \times (17 - N)$$

Where:

N is the number of years that has lapsed from the Effective Date.

- (e) The amounts payable by Lessor to the Lessee under this Clause 9.6 shall be paid within 30 days from the date of termination of this Agreement or upon such mutually agreed terms of any agreement affecting the transfer of ownership of the Power Plant from the Lessor to the Lessee (whichever shall be later).

10. MINERAL RESOURCES AND TREASURES

10.1 Mineral resources, treasures, gems, antique treasures and other natural resources discovered unexpectedly from, in or under the Project Land during the Term of this Agreement shall be the property of the government of Myanmar, and the Lessor shall:

- (a) obtain the relevant Governmental Authority's instructions on how to handle such natural resources and treasures and the Lessor shall thereafter promptly inform the Lessee of such instructions; and
- (b) turn any of these natural resources or treasures over to the relevant Governmental Authority as soon as possible.

10.2 If there is any excavation or moratorium imposed on the use of the Project Land, the Lessor shall use its best endeavours to ensure completion of the excavation or lifting of the moratorium so as to allow the Lessee to the use of the Project Land as contemplated by this Agreement.

11. GOVERNING LAW

The provisions of this Agreement, including the existence and validity of this Agreement, shall be governed by and construed in accordance with the laws of Myanmar

12. DISPUTE RESOLUTION

12.1 Amicable Settlement

If there are any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") arising out of or in connection with this Agreement, the Parties must use the following procedure to resolve the dispute:

- (a) the Parties must try and solve the Dispute amicably and by reasonable and appropriate means;
- (b) if a Dispute is not resolved or disposed of under Clause 12.1(a) within sixty (60) days after one Party notifies the other of the existence of such Dispute, the Dispute referred to in the notice must be considered by the Parties' Chief Executive Officers or equivalent, who must use their reasonable endeavours to resolve such Dispute. If a resolution or disposal of the matter in Dispute is agreed upon, the Parties must jointly execute a statement setting out the terms of such resolution and disposal; and
- (c) if a Dispute is not resolved or disposed of under Clause 12.1(b) within sixty (60) days after the matter is referred to the Chief Executive Officers or a party otherwise fails to comply with its obligations under Clause 12.1(b), the Dispute shall be resolved in accordance with Clause 12.2.

12.2 Dispute Resolution

- (a) Any Dispute, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (b) The seat of the arbitration shall be Singapore.
- (c) The Tribunal shall consist of one (1) arbitrator, who shall be appointed by the President of the SIAC.
- (d) The language of the arbitration shall be English.

12.3 Joinder of Dispute

- (a) If MAPCO and the Purchaser acting in good faith are of the opinion that any Dispute is substantially the same or is connected with or relates to issues raised in a dispute, difference or claim between the Parties under, arising out of or under either of the other Project Agreements ("**Related Dispute**"), the Parties agree that the Dispute and the Related Dispute shall be heard and determined by the same arbitrator ("**Same Arbitral Tribunal**"). To this end, in the case where Parties are not able to agree whether the dispute, difference or claim between the Parties is a Related Dispute, the Parties agree to submit the matter to the President of the SIAC for determination, including a determination whether the Same Arbitral Tribunal shall be the arbitral tribunal appointed or to be appointed to hear and determine the Dispute or the Related Dispute (and if there is more than one (1) Related Dispute, any one (1) of the Related Disputes). Any previous appointment of arbitrator(s) shall lapse (in whole or in part, as the case may be) with such costs of the arbitrator(s) to be borne by each Party in equal proportions.
- (b) The Parties hereby agrees to:
 - (i) any joinder or consolidation of the Dispute and Related Dispute and the arbitration proceedings in respect of such Dispute and Related Dispute;
 - (ii) the Same Arbitral Tribunal as selected by the President of the SIAC under Clause 12.3(a) hearing and determining the Dispute and Related Dispute (whether hearing the evidence for one (1) dispute immediately before or after the other or at the same time); and
 - (iii) take all steps necessary to give effect to any of the aforesaid with costs to be borne by each Party in equal proportions.

- (c) Each Party hereby waives any objections it may have as to the validity and/or enforcement of any arbitral awards made by the Same Arbitral Tribunal where such objection is on the basis of the joinder or consolidation under this Clause 12.3.

12.4 Any disputes or claims arising from this Agreement shall be notified by the claimant to the other Party indicating the nature of the dispute or claim and the relief requested. The Parties (each with the authority necessary to settle such dispute or claim) shall meet within 30 days of delivery of such notice at a place agreed by the Parties to attempt, in good faith, to settle the dispute or claim. Any settlement reached shall be recorded in writing and signed by the Parties.

12.5 Any disputes or claims arising out of or in connection with this Agreement not resolved in the manner set out above in Clause 12.4 within 30 days from the first meeting held by the Parties, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference to this Clause 12.5. The language of arbitration shall be English and the sole arbitrator shall be appointed by the President of the court of arbitration of SIAC. Such arbitration shall be final and binding on the Parties.

13. STAMP DUTY AND REGISTRATION

13.1 Immediately after the Effective Date, the Parties shall carry out all formalities, procedures and other requirements under Applicable Law relevant to the payment of stamp duties arising in connection with the entry into this Agreement. The stamp duties shall be borne by the Lessee.

13.2 Immediately after the Effective Date, the Parties shall carry out all formalities, procedures and other requirements under Applicable Law relevant to the registration of this Agreement and/or the Lease of the Project Land as may be required for the validity, enforceability or legality of this Agreement. The Parties shall cooperate and provide each other such reasonable assistance and do all things necessary to enable the Lease to obtain effect and complete the registration of this Agreement and the Lease of the Project Land. The cost of registration of this Agreement and the Lease of the Project Land shall be borne equally by the Parties.

14. GENERAL PROVISIONS

14.1 Interest on Late Payment

All amounts which a Party is liable to pay to the other Party shall be paid in full in accordance with this Agreement. Where any amount payable by is not paid when due, the defaulting Party shall pay interest at the Central Bank of Myanmar Rate plus two percent (2%) accruing daily and compounded monthly, calculated based on a 365 day (one year) and on a daily basis, in respect of each day (or part thereof) on and from its original due date until such sum is fully paid.

14.2 Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the same, whether such be written or oral.

14.3 Release

Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by it in its absolute discretion as regards any other Party under such liability without in any way prejudicing or affecting its rights against such other Party.

14.4 No Waiver

- (a) No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

14.5 Successors and Assigns

This Agreement shall be binding on and shall ensure for the benefit of each of the Parties' successors and assigns. No Party may assign or transfer any of its rights, benefits or obligations under this Agreement without the prior consent in writing of the other Party. Any reference in this Agreement to any of the Parties shall be construed accordingly.

14.6 Further Assurance

At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.

14.7 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

14.8 Force Majeure

- (a) No Party shall be responsible for any failure to fulfil any provisions of this Agreement if and to the extent that fulfilment has been delayed, hindered, interfered with or prevented by force majeure occurrences including, but not limited to, acts of god, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, fire, earthquakes, cyclones, action of the elements or any other matters, whether similar or dissimilar in character to those heretofore enumerated, beyond the reasonable control of the Party affected by the same ("**Force Majeure Event**").
- (b) In the event of a Force Majeure Event, a Party claiming to be affected thereby shall promptly notify the other Party, giving full particulars thereof, and shall use its best efforts to remedy such failure of fulfilment with all reasonable dispatch. Such affected Party shall continue to keep the other Party fully advised of the progress being made with respect to such efforts.

- (c) In the event that Lessor is unable to comply with its duties and obligations in this Agreement, Lessee's obligation to pay the Annual Rent shall likewise be suspended during the continuance of the Force Majeure Event.
- (d) Nothing contained in this Clause 14.8 shall prevent a Party from initiating arbitration proceedings pursuant to Clause 12.

14.9 Fees and Expenses

Without prejudice to anything contained in Clause 13:

- (a) each Party shall be responsible for its own costs and expenses, including, without limitation, those of consultants, legal counsel and auditors, arising from or related to the negotiation and preparation of this Agreement.
- (b) costs and expenses incurred by a Party in relation to this Agreement for the mutual benefit of the Parties, including any applicable stamp duty and the legal fees and application fees for the registration of this Agreement, shall be borne equally by the Parties.

14.10 Severability of Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

14.11 Communications

- (a) All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number, and marked for the attention of such person (if any), designated by it to the other Party for the purposes of this Agreement or to such other address or facsimile number, and marked for the attention of such person, as a Party may from time to time duly notify the other Party in writing.
- (b) The addresses, facsimile numbers, telephone numbers and persons (if any) so designated by the Parties are set out below:

Lessor Address: No 100, Warden St & Kannar St, Seikkan Township,
Yangon, Myanmar
Attention: Managing Director
Tel No.: 01-2301652

Lessee Address: La Pyat Wun Plaza 37, Alan Pya Pagoda Road, Room No 612
(6th Floor), Dagon Township, Yangon, Myanmar.
Attention: Shoichi Inoue
Tel No.: 01-373634

- (c) Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile, if applicable) immediately or (if given or made by letter) two (2) Business Days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice

was properly addressed, and duly stamped and posted or that the facsimile transmission (if applicable) was properly dispatched and with receipt of proper confirmation.

14.12 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) facsimile or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other Party with the original of such counterpart as soon as reasonably possible thereafter.

14.13 Variation

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression *variation* shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied. No course of dealing among the Parties shall be deemed to modify, amend or discharge any provision or term of this Agreement. No delay by any Party in the exercise of any of its rights or remedies shall operate as a waiver thereof, and no single or partial exercise by any Party of any such right or remedy shall preclude the other Parties from further exercise thereof. Waiver of any right or remedy on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any other occasion.

14.14 No Partnership

Nothing in this Agreement is deemed to neither constitute a partnership between the Parties nor constitute any Party the agent of the other or any other Party for any purpose.

14.15 Time of the Essence

Time shall be of the essence of this Agreement, both as regards any time, date or period originally fixed or any time, date or period which may be extended by agreement between the Parties.

[Signature page follows.]

IN WITNESS WHEREOF this document has been executed as a deed on the date stated at the beginning.

SIGNED BY

Shoichi Inoue

for and on behalf of

Myaung Mya FM Biomass Power Co., Ltd

in the presence of:

和泉 河津俊彦
Signature of the witness

YA
HATSUSHEKA SAKA KA
Name of the witness (block letters) 和泉

井上 祥一
Signature of Shoichi Inoue

SIGNED BY

Ye Min Aung

for and on behalf of

**Myanmar Agribusiness
Public Company Limited**

in the presence of:

Wei Kim Chin
Signature of the witness

HWEI-KIM CHIN
Name of the witness (block letters)

*
Signature of

APPENDIX 1

Head Lease

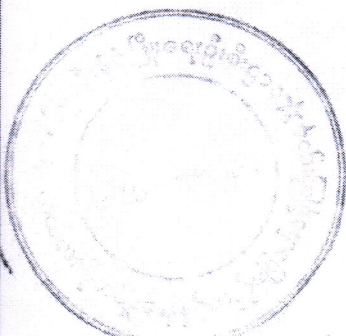
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နှင့်

Myanmar Agribusiness Public Corporation Limited (MAPCO)

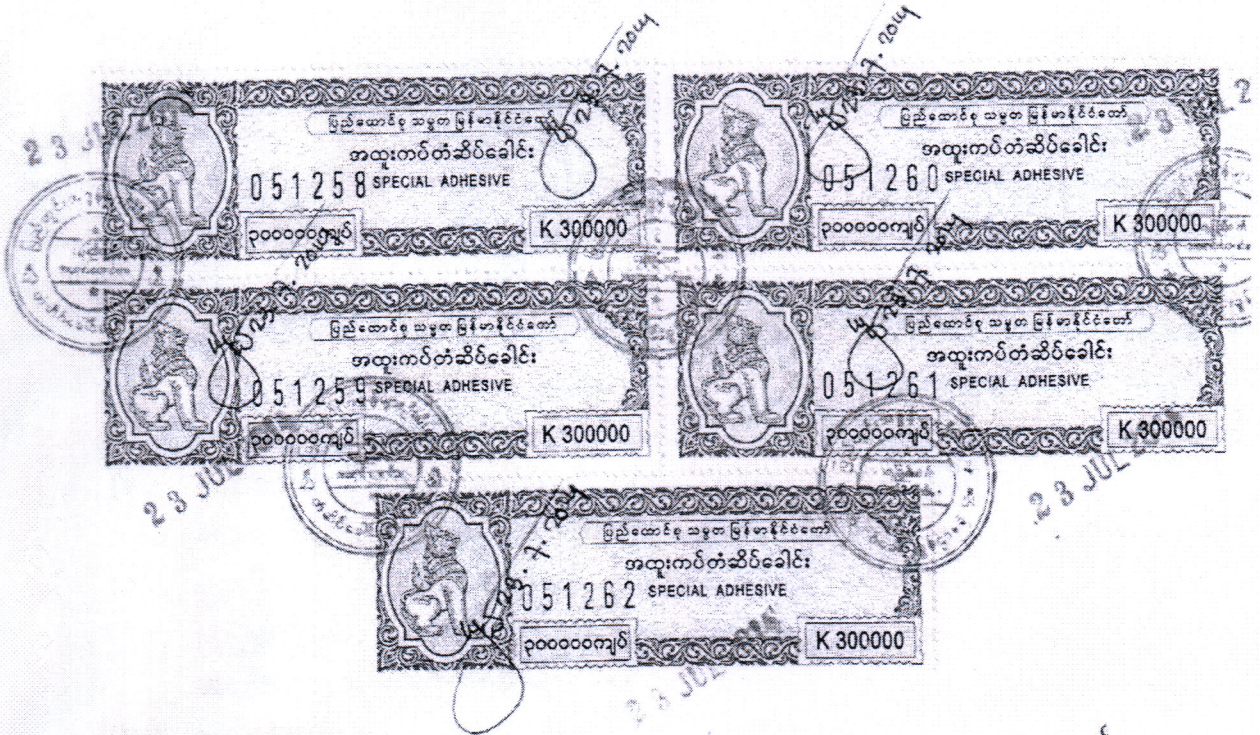
တို့၏

မြောင်းမြဂုန်နီစက်ရုံ ဌာနရမ်းရေးသဘောတူစာချုပ်



၂၀၁၄ ခုနှစ် ၊ ဇူလိုင်လ (၂၄) ရက်





23 JUL 2014

မြောင်းမြဂျန်နီစက်ရုံအား

Myanmar Agribusiness Public Corporation Limited. (MAPCO) သို့

ငှားရမ်းရေးသဘောတူစာချုပ်

ဤသဘောတူစာချုပ်ကို နေပြည်တော်တွင် ၂၀၁၄ ခုနှစ် ၊ ဇူလိုင်လ (၂၄) ရက်နေ့၌ ဦးကျော်ရွှေ၊ ညွှန်ကြားရေးမှူးချုပ် ကိုယ်စားပြုသော နေပြည်တော်ရုံးအမှတ် (၅၀) တွင် တည်ရှိသည့် လယ်ယာ စိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန၊ စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် “အငှားချထားသူ” ဟုခေါ်ဆိုမည် ဖြစ်ပြီးယင်းစကားရပ်၌ ၎င်း၏ဆက်ခံသူများနှင့် ဥပဒေအရ လွှဲအပ်ခံရသူများပါဝင် သည်) က တစ်ဖက်နှင့် ဦးရဲမင်းအောင်၊ အုပ်ချုပ်မှုဒါရိုက်တာ [နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်၊ ၁၂/တမန(နိုင်) ၀၉၄၅၈၂] ကိုယ်စားပြုသော Myanmar Agribusiness Public Corporation Limited (MAPCO)၊ MAPCO Building, No.100, Wardan Street and Kan Nar Street, Beside the Concrete Express Way, Wardan Port Area, Seik Kan (Port) Tsp, Yangon, Myanmar. (နောင်တွင် “အငှားချထားခြင်းခံရသူ” ဟု ခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်၌ ၎င်း၏ဆက်ခံသူများ၊ ဥပဒေအရလွှဲအပ်ခံရသူများနှင့် တရားဝင်ကိုယ်စားလှယ်များပါဝင်သည်) က အခြားတစ်ဖက်တို့သည် အောက်ပါစည်းကမ်းချက်များကို သတ်မှတ်၍ ဤသဘောတူစာချုပ်ကို ချုပ်ဆိုခြင်းဖြစ်ပါသည်။

ရည်ရွယ်ချက်

၁။ လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၊ စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန၊ ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြမြို့နယ်ရှိ မြောင်းမြဂူနီစက်ရုံ၏ ထုတ်လုပ်မှုလုပ်ငန်းကို အောက်ပါရည်ရွယ်ချက်များနှင့်အညီ ငှားရမ်းဆောင်ရွက်ပါမည်-

- (က) မြောင်းမြဂူနီစက်ရုံအား ပုဂ္ဂလိကသို့ ငှားရမ်းခြင်းဖြင့် နိုင်ငံတော်အနေနှင့် ငှားရမ်းခရရှိမည့်အပြင် ဝန်ထမ်းလစာများအား ကုမ္ပဏီမှ ပေးချေမည်ဖြစ်ပါ၍ နိုင်ငံတော်အတွက် အကျိုးအမြတ် ပိုမိုရရှိနိုင်စေရန်။
- (ခ) နိုင်ငံတော်အစိုးရ၏ မူဝါဒအရ ပုဂ္ဂလိကအခန်းကဏ္ဍ ပိုမိုဖွံ့ဖြိုးတိုးတက်လာ၍ ဈေးကွက်စီးပွားရေးစနစ်အား ပိုမိုပြိုင်စွာ အကောင်အထည်ဖော်ဆောင်ရွက်နိုင်စေရန်။
- (ဂ) ပုဂ္ဂလိကလုပ်ငန်းရှင်များအနေနှင့် တပ်ဆင်ထားသည့် စက်ကိရိယာများအား ပြင်ဆင်ဖြည့်စွက်ခြင်း၊ မွမ်းမံခြင်းဖြင့် အရည်အသွေးမြင့်သည့် စက်ရုံဖြစ်လာပြီး နိုင်ငံ၏စက်မှုအခန်းကဏ္ဍအား မြှင့်တင်နိုင်စေရန်။
- (ဃ) စက်ရုံအကျိုးအမြတ် ပိုမိုရရှိလာသည့်အပေါ် ငှားရမ်းစက်ရုံ၏ ကုန်ကြမ်းအခြေခံ သီးနှံဖြစ်သည့် ဂူနီလျှော်/ချဉ်ပေါင်လျှော် စိုက်ပျိုးတောင်သူများအတွက် တွက်ချေကိုက်သည့် ဈေးနှုန်းများ တိုးမြှင့်ပေးလာနိုင်စေရန်။
- (င) ဝန်ထမ်းများအနေနှင့်လည်း နိုင်ငံတော်မှပေးသောလစာထက် ပိုမိုများပြားသော လစာနှင့် အခွင့်အရေးများ ရရှိလာနိုင်စေရန်။
- (စ) ပုဂ္ဂလိကလုပ်ငန်းရှင်များအနေနှင့် ပင်မစက်ရုံလုပ်ငန်းကိုသာ အဓိကထား ဆောင်ရွက်ရန်ဖြစ်ပြီး အခြားသောလုပ်ငန်းများကို လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၏ ခွင့်ပြုချက်ရယူလုပ်ကိုင်စေခြင်းဖြင့် အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိလာစေရန်။

အာမခံခြင်းနှင့်ကိုယ်စားပြုခြင်း

၂။ “အငှားချထားသူ” သည် အငှားချထားမည့်မြေ၊ စက်ရုံ၊ အဆောက်အဦနှင့် တပ်ဆင်စက်များကို တရားဝင်ပိုင်ဆိုင်သူဖြစ်ပြီး “အငှားချထားခြင်းခံရသူ” ၏ ကုမ္ပဏီသည် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ တရားဥပဒေနှင့်အညီ ဖွဲ့စည်းထားပြီး တရားဝင်ရပ်တည်ခွင့်ရှိသည့်အပြင် ဤစာချုပ်ပါ လုပ်ငန်းကိုလုပ်ကိုင်ရန် ငွေကြေးအင်အား ပြည့်စုံသူဖြစ်ပါသည်။ ဤစာချုပ်ကို လက်မှတ်ရေးထိုးမည့်သူများသည် ဤစာချုပ်ကို လက်မှတ်ရေးထိုးရန် အခွင့်အာဏာရှိကြသူများ ဖြစ်ကြောင်း အသီးသီး အာမခံကြပါသည်။

အငှားချထားသည့်ပစ္စည်း

၃။ (က) စက်ရုံပိုင်မြေ။ မြောင်းမြဂူနီစက်ရုံတည်ရှိရာ နောက်ဆက်တွဲ(က)ပါ ကွင်းအမှတ် ၂၆၅၊ ၂၆၇(က)၊ ၂၆၈မရမ်းချောင်းကွင်း၊ ခန့်ချောင်းကွင်း၊ ခန့်ချောင်းတောင်ကျေးရွာ အုပ်စု အမှတ်(၂၂)မဆိုးကွင်း၊မြောင်းမြမြို့နယ်၊မြောင်းမြခရိုင်၊ ဧရာဝတီတိုင်းဒေသကြီးရှိ လယ်ယာ (၁၁၀ ဝါ) ဧက အား ငှားရမ်းရန်သဘောတူကြပါသည်။

- (ခ) အဆောက်အဦ။ စက်ရုံပိုင်မြေ (၃၃၄.၇၂) ဧကပေါ်ရှိ နောက်ဆက်တွဲ(ခ)ပါ ပင်မ စက်ရုံနှင့် ဆက်နွယ်အဆောက်အဦများ၊ ဝန်ထမ်းအိမ်ရာ အဆောက်အဦများအားလုံးကို ငှားရမ်းရန် သဘောတူညီကြပါသည်။
- (ဂ) တပ်ဆင်စက်များ။ ကုန်ချောထုတ်လုပ်ရန်အတွက် နောက်ဆက်တွဲ(ဂ)ပါ စက်ရုံတွင် တပ်ဆင်ထားသောလည်ပတ်နိုင်သောစက်များနှင့် မလည်ပတ်နိုင်သောစက်များအားလုံး ကို ငှားရမ်းရန် သဘောတူညီကြပါသည်။
- (ဃ) ယာဉ်များ။ စက်ရုံပိုင် နောက်ဆက်တွဲ(ဃ)ပါ အုပ်ချုပ်မှုလုပ်ငန်းသုံးယာဉ်များနှင့် ထုတ်လုပ်မှု လုပ်ငန်းသုံးယာဉ်များအားလုံးကို ငှားရမ်းရန် သဘောတူညီကြပါသည်။

အငှားချထားသူ၏တာဝန်

- ၄။ (က) “အငှားချထားသူ” အနေဖြင့် မြန်မာနိုင်ငံသားများ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ ဆောင်ရွက်သွားရမည်။
- (ခ) မြောင်းမြဂုန်နီစက်ရုံမှ လည်ပတ်နိုင်သည့်စက်များနှင့် မလည်ပတ်နိုင်သည့် စက်များ အားလုံးကို “အငှားချထားသူ” မှ “အငှားချထားခြင်းခံရသူ” သို့ လွှဲပြောင်းပေးရမည်။
 - (ဂ) စက်ရုံအား မူလဒီဇိုင်းနှင့် သွေဖီပြင်ဆင်လိုကြောင်း “အငှားချထားခြင်းခံရသူ” မှ စာဖြင့်အကြောင်းကြားလာပါက “အငှားချထားသူ” ဘက်မှ ကျွမ်းကျင်သူများက စစ်ဆေး၍ ကျေနပ်ပါက အတည်ပြုပေးရမည်။
 - (ဃ) စက်ရုံအား ငှားရမ်းလည်ပတ်စဉ်အတွင်း အခါအားလျော်စွာ “အငှားချထားသူ” ဘက်မှ ကျွမ်းကျင်ပညာရှင်အဖွဲ့က စက်ပိုင်းဆိုင်ရာစစ်ဆေးမှုများ (Checking) ပြုလုပ်ရမည်။
 - (င) “အငှားချထားသူ” မှ ငှားရမ်းမည့်စက်ရုံတွင် အသုံးပြုနေသည့် ရုံးသုံးစက်ကိရိယာ၊ ပရိဘောဂများအား “အငှားချထားခြင်းခံရသူ” သို့ ငှားရမ်းကာလအတွင်း ပေးအပ် သုံးစွဲရမည်။
 - (စ) ငှားရမ်းစက်ရုံ၏ ဝန်ထမ်းရေးရာကိစ္စရပ်များ၊ ကုန်ထုတ်လုပ်မှုဆိုင်ရာ ကိစ္စရပ် များ၊ ဥပဒေနှင့်မလွတ်ကင်းသည့် လုပ်ငန်းဆိုင်ရာကိစ္စရပ်များ၊ သဘာဝဘေး အန္တရာယ် ကာကွယ်ရေးဆောင်ရွက်ထားမှုများ၊ ငှားရမ်းမြေနှင့် အဆိုပါမြေပေါ်ရှိ ပင်မစက်ရုံနှင့် ဆက်နွယ်အဆောက်အဦများ၊ ဝန်ထမ်းအိမ်ရာ အဆောက်အဦများစသည်တို့အားတစ်စိတ် တစ်ပိုင်းသော်လည်းကောင်း တစ်ခုလုံးကိုသော်လည်းကောင်း တစ်ဆင့်ပြန်လည်လွှဲပြောင်း ခြင်း၊ ငှားရမ်းခြင်း၊ ရောင်းချခြင်းဆိုင်ရာကိစ္စရပ်များ၊ စာချုပ်ပါငွေကြေးအဖိုးအခများ ပေးသွင်းမှုဆိုင်ရာကိစ္စရပ်များအား (၃)လတစ်ကြိမ်စစ်ဆေးရန်အဖွဲ့ဖွဲ့စည်းခြင်း၊ စစ်ဆေး ခြင်း၊ တင်ပြခြင်းများ ဆောင်ရွက်ရမည်။
 - (ဆ) ဂုန်လျှော်စိုက်ပျိုးတိုးချဲ့ရေးနှင့် အထွက်နှုန်းတိုးရေးအား “အငှားချထားခြင်းခံရသူ” မှ ဆောင်ရွက်၍ စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာနမှ အကူအညီပေးရမည်။

- (ဇ) “အငှားချထားခြင်းခံရသူ” မှ စက်ရုံ၏ ကုန်ထုတ်လုပ်မှု၊ ကုန်ကြမ်းရရှိမှု၊ ဝန်ထမ်းလစာ အခြေအနေတို့ကြောင့် စက်ရုံ၏ငှားရမ်းခသည် “အငှားချထားခြင်းခံရသူ” အတွက် ဝန်ထုပ်ဝန်ပိုးဖြစ်လျှင်သော်လည်းကောင်း၊ နိုင်ငံတော်အတွက် နည်းလွန်းလျှင်သော် လည်းကောင်း အဖွဲ့ဖြင့်စစ်ဆေး၍ ပြန်လည်သုံးသပ် ပြင်ဆင်နိုင်သည်။

အငှားချထားခြင်းခံရသူ၏ တာဝန်

- ၅။ (က) “အငှားချထားခြင်းခံရသူ” ၏ လုပ်ငန်းဆောင်ရွက်မှုမှန်သမျှသည် မြန်မာနိုင်ငံသားများ ရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ရမည်။
- (ခ) စာချုပ်ချုပ်ဆိုပြီး (၃) လမှ (၁) နှစ်အတွင်းလုပ်ငန်းများ စတင်လည်ပတ်ခြင်း ဆောင်ရွက်ရမည်။
- (ဂ) ငှားရမ်းသည့်အဆောက်အအုံနှင့် စက်ကိရိယာပစ္စည်း ပြင်ဆင်ထိန်းသိမ်းစရိတ်များကို “အငှားချထားခြင်းခံရသူ” မှ ကျခံ၍ ကောင်းမွန်သောအခြေအနေ အစဉ်ရှိနေစေရေး တာဝန်ယူပြင်ဆင်ရမည်။ ငှားရမ်းသည့် စက်ကိရိယာပစ္စည်းများကို “အငှားချထားခြင်း ခံရသူ” အသုံးပြုစဉ်ကာလအတွင်း ပျက်စီး၊ ပျောက်ဆုံးပါက ငှားရမ်းစဉ်က အခြေအနေ အတိုင်း ပြန်လည်ပြင်ဆင်ပေးရန် “အငှားချထားခြင်းခံရသူ” မှ တာဝန်ယူရမည်။
- (ဃ) စက်ရုံအား မူလဒီဇိုင်းနှင့်သွေဖီပြင်ဆင်လိုပါက “အငှားချထားခြင်းခံရသူ” မှ “အငှားချ ထားသူ” ထံသို့ (၃)လ ကြိုတင်၍ စာဖြင့်အကြောင်းကြားရမည်။ “အငှားချထားသူ” ဘက်မှ ကျွမ်းကျင်သူများက စစ်ဆေးလက်ခံမှသာ ပြောင်းလဲ ပြင်ဆင်ရမည်။
- (င) စက်ရုံအား ငှားရမ်းလည်ပတ်စဉ်အတွင်း အခါအားလျော်စွာ “အငှားချထားသူ” ဘက်မှ ကျွမ်းကျင်ပညာရှင်အဖွဲ့၏ စက်ပိုင်းဆိုင်ရာစစ်ဆေးမှုများ (Checking) ကို “အငှားချ ထားခြင်းခံရသူ” မှ သဘောတူညီပေးရမည်။
- (စ) ငှားရမ်းသည့်ကာလကုန်ဆုံးသည့်အခါ “အငှားချထားခြင်းခံရသူ” မှ “အငှားချထားသူ” အား စက်ရုံ၊ စက်ပစ္စည်း၊ အဆောက်အအုံများကို မူလရှိသည့် အနေအထား အတိုင်း အဖိုးစားနားမရှိဘဲ ပြန်လည်ပေးအပ်ရန်သဘောတူရမည်။
- (ဆ) ငှားရမ်းခြင်းသက်တမ်းကုန်ဆုံးပြီးနောက် (၄၅)ရက်အတွင်း “အငှားချထားခြင်းခံရသူ” သည် အငှားချထားသည့်မြေနှင့် ယင်းမြေပေါ်ရှိ အဆောက်အအုံ၊ တပ်ဆင်စက်များ အားလုံးကို “အငှားချထားသူ” သို့ အဖိုးစားနားမရှိပဲ ပြန်လည် လွှဲပြောင်းပေးအပ်ခြင်း ပြုရမည်။ သို့ရာတွင် “အငှားချထားခြင်းခံရသူ” မှ ကုန်ပစ္စည်း ထုတ်လုပ်မှုအတွက် တပ်ဆင်အသုံးပြုသော စက်ပစ္စည်းများမှအပ “အငှားချထားခြင်းခံရသူ” ဝယ်ယူထား သည့် ကျန်ရွှေ့ပြောင်းနိုင်သောပစ္စည်းများ အားလုံးကို “အငှားချထားခြင်းခံရသူ” မှ ပြန်လည်ရယူပိုင်ခွင့်ရှိသည်။

- (ဇ) စက်များပြင်ဆင်ရန်နှင့် တခြားဆောင်ရွက်ရန်ရှိသောလုပ်ငန်းများ၊ စက်ရုံဖွံ့ဖြိုးတိုးတက်ရေးအတွက် တိုးချဲ့ဆောင်ရွက်လိုသည့် လုပ်ငန်းကိစ္စရပ်များကိုလည်း လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာနသို့ တင်ပြ၍ ခွင့်ပြုချက်ရယူပြီး အလေးထားလိုက်နာဆောင်ရွက်သွားရမည်။
- (ဈ) စက်ရုံအား လိုအပ်ပါကမွမ်းမံပြင်ဆင်ခြင်း လုပ်ငန်းများအတွက် လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၏ လမ်းညွှန်ကြီးကြပ်မှုအားခံယူပြီး ညှိနှိုင်းဆက်လက်ဆောင်ရွက်သွားရမည်။
- (ည) “အငှားချထားခြင်းခံရသူ” သည် စက်ရုံ၏မူလကုန်ထုတ်လုပ်မှုကို အဓိကဦးစားပေးဆောင်ရွက်ရမည်ဖြစ်ပြီး စီးပွားရေးအရ တွက်ချေကိုက်နိုင်သောလုပ်ငန်းများ တိုးချဲ့လုပ်ကိုင်ရာတွင် လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၏ ခွင့်ပြုချက်ရယူပြီး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆောင်ရွက်ရမည်။
- (ဋ) “အငှားချထားခြင်းခံရသူ” သည် မိမိငှားရမ်းထားသည့် မြေဧရိယာပေါ်ရှိ စက်ရုံ၊ အဆောက်အဦ၊ စက်ကိရိယာများအားလုံးဖြစ်စေ၊ တစ်စိတ်တစ်ပိုင်းဖြစ်စေ ထပ်မံ၍ လွှဲပြောင်းခြင်း၊ ငှားရမ်းခြင်း၊ ရောင်းချခြင်းမပြုလုပ်ရန် အာမခံရမည်။
- (ဌ) အငှားချထားသောပစ္စည်းများ သို့မဟုတ် ယင်းတို့၏အစိတ်အပိုင်း တစ်ခုခုပေါ်တွင် မီးလောင်လွယ်သော၊ ပေါက်ကွဲစေတတ်သောဓာတ်ပစ္စည်းများ သိုလှောင်ခြင်းမပြုရန် အာမခံရမည်။
- (ဍ) ရှေ့လာမည့် ၂၀၁၅-၂၀၁၆ ခုနှစ် ဂုန်လျှော်ရာသီမှစ၍ ဂုန်လျှော်စိုက်တောင်သူများအား စိုက်စရိတ်ပံ့ပိုးခြင်းကို “အငှားချခံထားခြင်းခံရသူ” ၏ အစီအစဉ်ဖြင့်သာ ဆောင်ရွက်ရမည်။
- (ဎ) အငှားချထားခြင်းခံရသောစက်ရုံနှင့် သက်ဆိုင်သော အခွန်အခအားလုံးကို “အငှားချထားခြင်းခံရသူ” မှ ပေးဆောင်ရမည်။ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်မရှိသေးလျှင် ကျသင့်သောတံဆိပ်ခေါင်းခွန်ကို “အငှားချထားခြင်းခံရသူ” မှ ပေးဆောင်ရမည်။
- (ဏ) “အငှားချထားခြင်းခံရသူ” မှ ငှားရမ်းစက်ရုံ၏ ကုန်ထုတ်လုပ်မှုလုပ်ငန်းများအား ဆက်လက်ဆောင်ရွက်သည့်အခါ “အငှားချထားသူ”မှ မူလတာဝန်ယူလုပ်ကိုင်စဉ်က ထက် ပိုမိုတိုးတက်ကောင်းမွန်အောင် ဆောင်ရွက်ရမည်။
- (တ) “အငှားချထားခြင်းခံရသူ”မှ ငှားရမ်းသည့်မြေပေါ်ရှိစက်ရုံ၊အဆောက်အဦတို့တွင်ဥပဒေနှင့် မလွတ်ကင်းသောလုပ်ငန်းများ ဆောင်ရွက်ခြင်း၊ ပစ္စည်းများ သိုလှောင်ထားရှိခြင်း၊ ပျက်စီးစေတတ်သည့်ဓာတ်ပစ္စည်းများ၊ပေါက်ကွဲစေတတ်သောပစ္စည်းများသိုလှောင်ထားရှိခြင်းမပြုရန် (ပေါက်ကွဲစေတတ်သောပစ္စည်း ဆိုသည်မှာ ပစ္စည်းအမယ်တစ်မျိုးတည်းထားခြင်းဖြင့်မပေါက်ကွဲစေနိုင်သော်လည်း အမယ်များရောနှောသိုလှောင်ခြင်းဖြင့် ပေါက်ကွဲစေတတ်သည့် ပစ္စည်းမျိုးများ အတူတကွထားရှိခြင်းကို ဆိုလိုသည်) တာဝန်ယူရမည်။

- (ထ) စာချုပ်ချုပ်ဆိုပြီးနောက် မီးအာမခံကို (၁) လအတွင်း အပြီးထားရှိရေးနှင့် မူလမီးဘေးလုံခြုံရေးစီမံချက် ပြုစုရေးဆွဲထားသည့်အတိုင်း ဆောင်ရွက်ရမည်။
- (ဒ) ငှာရမ်းစက်ရုံ၏ ဝန်ထမ်းရေးရာကိစ္စရပ်များ၊ ကုန်ထုတ်လုပ်မှုဆိုင်ရာကိစ္စရပ်များ၊ ဥပဒေနှင့်မလွတ်ကင်းသည့် လုပ်ငန်းဆိုင်ရာကိစ္စရပ်များ၊ သဘာဝဘေးအန္တရာယ်ကာကွယ်ရေးဆောင်ရွက်ထားရှိမှုများ၊ ငှာရမ်းမြေနှင့် အဆိုပါမြေပေါ်ရှိ ပင်မစက်ရုံနှင့် ဆက်နွယ်အဆောက်အဦများ၊ ဝန်ထမ်းအိမ်ရာအဆောက်အဦများ စသည်တို့အား တစ်စိတ်တစ်ပိုင်း သော်လည်းကောင်း၊ တစ်ခုလုံးကိုသော်လည်းကောင်း တစ်ဆင့်လွှဲပြောင်းခြင်း၊ ငှားရမ်းခြင်း၊ ရောင်းချခြင်းဆိုင်ရာ ကိစ္စရပ်များ၊ စာချုပ်ပါငွေကြေးအဖိုးအခများ ပေးသွင်းမှုဆိုင်ရာကိစ္စရပ်များအား “အငှားချထားသူ” မှ တာဝန်ပေးအပ်ထားသည့်အဖွဲ့က (၃) လတစ်ကြိမ် စစ်ဆေးခြင်းကို လက်ခံသဘောတူ အစစ်ဆေးခံရမည်။
- (ဓ) “အငှားချထားခြင်းခံရသူ” မှ ငှားရမ်းစက်ရုံအား အစဉ်လည်ပတ်နေစေရေး ဆောင်ရွက်ထားရှိရမည်။ စက်ရုံပိတ်ထားခြင်းမျိုး မဖြစ်စေရန်တာဝန်ယူရပါမည်။

ဝန်ထမ်းများခန့်အပ်ခြင်း

- ၆။ (က) မြောင်းမြဂုန်နီစက်ရုံတွင် လက်ရှိတာဝန် ထမ်းဆောင်လျက်ရှိသည့် ဝန်ထမ်းများကို “အငှားချထားခြင်းခံရသူ” က လုပ်ငန်းခွင်တွင် ဆက်လက်အသုံးပြု၍ ပြင်ပဝန်ထမ်းစည်းကမ်းချက်ဖြင့် တာဝန်ထမ်းဆောင်ခွင့်ပြုရမည်။
- (ခ) ဝန်ထမ်းများ၏ မူရင်းလစာစရိတ်ကို နိုင်ငံတော်အစိုးရလစာနှုန်းထက်မနည်း ပေးရမည်။ ထို့ပြင် ဝန်ထမ်းများအား အပိုဆောင်းထောက်ပံ့ကြေးနှင့် သက်သာချောင်ချိရေးကို “အငှားချထားခြင်းခံရသူ” ၏ ဆန္ဒအရစီစဉ်ဆောင်ရွက်ပေးရမည်။
- (ဂ) ငှားရမ်းစဉ်ကာလအတွင်း သက်ပြည့်၊ နှစ်ပြည့်၊ အငြိမ်းစားယူခြင်းကိစ္စရပ်များအတွက် “အငှားချထားသူ” မှ ဆောင်ရွက်ပေးရမည်။
- (ဃ) ဝန်ထမ်းများ၏ တာဝန်ချိန်နှင့်ပတ်သက်၍ အလုပ်သမားဝန်ကြီးဌာနမှ သတ်မှတ်ထားသည့် ဥပဒေများနှင့်အညီ “အငှားချထားခြင်းခံရသူ” မှ လိုက်နာဆောင်ရွက်ရမည်။
- (င) “အငှားချထားခြင်းခံရသူ” သည် လက်ရှိဝန်ထမ်းအပြင် လုပ်ငန်းအတွက် လိုအပ်သည့် ဝန်ထမ်းများကို ထပ်မံခန့်ထားလိုပါက “အငှားချထားခြင်းခံရသူ” ၏ အစီအစဉ်ဖြင့်သာ ဆောင်ရွက်ရမည်။
- (စ) ဝန်ထမ်းများ၏ ရာထူးတိုးမြှင့်ရေးဆိုင်ရာ ကိစ္စရပ်များအား အစိုးရဝန်ထမ်းများ ကဲ့သို့ စီစဉ်ဆောင်ရွက်ပေးရမည်။

ဖြည့်တင်းရေးဆိုင်ရာပစ္စည်းများ

၇။ “အငှားချထားသူ”မှဝယ်ယူထားသည့်မြောင်းမြဂုန်နီစက်ရုံ စက်လည်ရန်လိုအပ်သည့်အောက်ပါ ပစ္စည်းများအား သတ်မှတ်ငှားရမ်းခ အတွင်းမှမဟုတ်ဘဲ မြေပြင်လက်ကျန် အရေအတွက်အတိုင်း ဝယ်ယူထားသည့်တန်ဖိုးနှင့် တွက်ချက်တန်ဖိုးသင့်၍ နှစ်ဖက်စစ်ဆေးပြီးသည့် ကျသင့်ငွေအား “အငှားချထားခြင်းခံရသူ” မှ စာချုပ်ချုပ်ဆိုပြီး (၃) နှစ်အတွင်း ချက်လက်မှတ်ဖြင့် ပေးချေရမည်-

- (က) တိုက်ရိုက်ကုန်ကြမ်း။ မြောင်းမြဂုန်နီစက်ရုံမှ တိုက်ရိုက်ကုန်ကြမ်း လျှော်ကြမ်း (၁၃၃.၂၅)တန်အတွက် ကျသင့်တန်ဖိုး (၄၃.၀၅၄) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (ခ) သွယ်ဝိုက်ကုန်ကြမ်း။ မြောင်းမြဂုန်နီစက်ရုံမှ သွယ်ဝိုက်ကုန်ကြမ်း (၁၉) မျိုး၊ တန်ဖိုး (၂၇.၅၆၈) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (ဂ) စက်ဆီချောဆီ။ စက်ရုံလုပ်ငန်းသုံး၊ စက်ကိရိယာများတွင် အသုံးပြုသည့် စက်ဆီချောဆီ (၃) မျိုး၊ တန်ဖိုး (၀.၁၁၉) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (ဃ) မီးထိုးဆီ။ မြောင်းမြဂုန်နီစက်ရုံမှ မီးထိုးဆီ (၈၀၈၉.၃) ဂါလံ အတွက် တန်ဖိုး (၁၄.၅၆၁) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (င) စက်အရန်ပစ္စည်းများ။ မြောင်းမြဂုန်နီစက်ရုံမှ စက်အရန်ပစ္စည်းများ တန်ဖိုး (၃၂၁.၆၉၉) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (စ) အထွေထွေပစ္စည်းများ။ မြောင်းမြဂုန်နီစက်ရုံမှ အထွေထွေပစ္စည်း (၄) မျိုး အတွက် တန်ဖိုး (၂.၉၈၁) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။
- (ဆ) ထုတ်လုပ်ဆဲကုန်ပစ္စည်းလက်ကျန်။ မြောင်းမြဂုန်နီစက်ရုံမှ ထုတ်လုပ်ဆဲကုန် ပစ္စည်းလက်ကျန်တန်ဖိုး (၅၁.၃၄၈) ကျပ်သန်းအား “အငှားချထားခြင်းခံရသူ” မှ ပေးချေရမည်။

ငှားရမ်းသည့်ကာလ

၈။ ငှားရမ်းခြင်းကာလကို အငှားချထားသည့် စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ တပ်ဆင်စက် များကို တရားဝင်လွှဲပြောင်းပေးအပ်သည့် နေ့မှစ၍ နှစ်(၃၀) ငှားရမ်းရန်နှင့် နှစ်(၃၀) သက်တမ်း ကုန်ဆုံးပြီးနောက် “အငှားချထားခြင်းခံရသူ”က ဆက်လက်လုပ်ကိုင်လိုသည့်အခါ “အငှားချထား သူ” မှ သဘောတူညီချက်ရရှိလျှင် ရင်းနှီးမြှုပ်နှံမှုပမာဏနှင့် လုပ်ငန်းအမျိုးအစား ပေါ်မူတည်၍ သက်တမ်းတိုးခွင့်ကို တစ်ဆက်တည်း (၁၅) နှစ် အထိ နှစ်ကြိမ် တိုးမြှင့်နိုင်သည်။

ငှားရမ်းခ

- ၉။ (က) စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင်သည့်စက်များ၊ မလည်ပတ်နိုင်သည့် စက်များ၊ မော်တော်ယာဉ်များအား တစ်နှစ်လျှင် ကျပ်သန်း (၅၀) (ကျပ်သန်းငါးဆယ် တိတိ) နှုန်းဖြင့် ငှားရမ်းရန် သဘောတူညီကြပါသည်။
- (ခ) “အငှားချထားခြင်းခံရသူ”သည် စက်ရုံ၊ မြေ နှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင် သည့်စက်များ၊ မလည်ပတ်နိုင်သည့်စက်များ၊ မော်တော်ယာဉ်များအား ငှားရမ်းခ တစ်နှစ်စာကို စာချုပ်ချုပ်ဆိုပြီး တစ်ပတ်အတွင်း “အငှားချထားသူ” ထံသို့ အပြေ အကျေပေးသွင်းရမည်။
- (ဂ) ကျန်နှစ်များအတွက် စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင်သည့် စက်များ၊ မလည်ပတ်နိုင်သည့်စက်များ၊ မော်တော်ယာဉ်များ ငှားရမ်းခအား တစ်နှစ်တစ်ကြိမ် စတင်ငှားရမ်းသည့်ရက် မတိုင်မီ တစ်ပတ်အလိုတွင် ကြိုတင်၍ အပြေအကျေ ပေးချေ ရမည်။ စေ့ရောက်သည့်နေ့ရက်တွင် ပေးချေခြင်းမရှိပါက ဒဏ်ကြေးအဖြစ် တစ်လလျှင် မူလငှားရမ်းခ၏ ၂% နှုန်းဖြင့် ထပ်ဆောင်း ပေးချေရမည်။
- (ဃ) ငှားရမ်းခအား(၅)နှစ်တစ်ကြိမ် လုပ်ငန်းဆောင်ရွက်မှု အကျိုးအမြတ်အပေါ် သုံးသပ်၍ ပြန်လည်သတ်မှတ်ပြင်ဆင် စာချုပ်ချုပ်ဆိုရန် သဘောတူပါသည်။ ထိုသို့ သတ်မှတ်ရာ တွင် နောက်ဆုံးသတ်မှတ်နှုန်း၏ ၁၀% ထက် ပိုခြင်း၊ လျော့ခြင်း မဖြစ်စေရ။
- (င) “အငှားချထားခြင်းခံရသူ”မှ စက်ရုံ၏ကုန်ထုတ်လုပ်မှု၊ ကုန်ကြမ်းရရှိမှု၊ ဝန်ထမ်းလစာ အခြေအနေတို့ကြောင့် စက်ရုံ၏ငှားရမ်းခသည် “အငှားချထားခြင်းခံရသူ” အတွက် ဝန်ထုပ်ဝန်ပိုးဖြစ်လျှင်သော်လည်းကောင်း၊ နိုင်ငံတော်အတွက် နည်းလွန်းလျှင်သော် လည်းကောင်း အဖွဲ့ဖြင့်စစ်ဆေး၍ ပြန်လည်သုံးသပ် ပြင်ဆင်နိုင်သည်။

စာချုပ်သက်တမ်းတိုးခြင်း

- ၁၀။ (က) “အငှားချထားခြင်းခံရသူ” သည် စာချုပ်သက်တမ်းကုန်ဆုံးပြီးနောက် မြေနှင့် ယင်း မြေပေါ်ရှိ အဆောက်အဦများ၊ စက်ကိရိယာများကို ဆက်လက်ငှားရမ်းလိုပါက စာချုပ် သက်တမ်းမကုန်ဆုံးမီ အနည်းဆုံး (၆) လ ကြိုတင်၍ ငှားရမ်းလိုသည့် ကာလကို ဖော်ပြပြီး “အငှားချထားသူ” သို့ စာဖြင့်အကြောင်းကြား တင်ပြရမည်။
- (ခ) “အငှားချထားခြင်းခံရသူ” က နှစ်(၃၀) ငှားရမ်းကာလ ပြည့်မြောက်ပြီး ဆက်လက် ငှားရမ်းလိုပါက ကြိုတင်၍ ထပ်မံငှားရမ်းမည့်ကာလအတွက် ငှားရမ်းခ နှုန်းထားကို နှစ်ဦးနှစ်ဖက်ညှိနှိုင်းသတ်မှတ်ကာ “အငှားချထားသူ”က သဘောတူလျှင် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အတည်ပြုချက်ရယူပြီး စာချုပ် သက်တမ်းကို တိုးမြှင့်နိုင် သည်။

စာချုပ်အကျိုးသက်ရောက်မည့်နေ့

၁၁။ ဤသဘောတူစာချုပ် စတင်အကျိုးသက်ရောက်မည့်နေ့သည် “အငှားချထားသူ” နှင့် “အငှားချထားခြင်းခံရသူ” တို့ တရားဝင်လက်မှတ်ရေးထိုးသည့်လကုန်ပြီးနောက် လဆန်း(၁) ရက်နေ့ဖြစ်သည်။ “အငှားချထားခြင်းခံရသူ” သည် စက်ရုံအား စာချုပ်ချုပ်ဆိုပြီး (၁) လအတွင်း အပြီးအပိုင်လွှဲပြောင်းရယူရမည်။

စာချုပ်ရပ်စဲခြင်း

၁၂။ (က) ဤစာချုပ်ကို ချုပ်ဆိုသူများသည် အောက်ဖော်ပြပါ အကြောင်းချင်းရာ တစ်ရပ်ရပ် ဖြစ်ပေါ်လာလျှင် ဤသဘောတူစာချုပ်ကို ရပ်စဲခွင့်ရှိစေရမည်-

- (၁) စာချုပ်ဝင်တစ်ဘက်ဘက်မှ စာချုပ်ပါ တာဝန်တစ်ရပ်ရပ်အား ဆောင်ရွက်ရန် ပျက်ကွက်ခြင်း။
- (၂) ကြိုတင်မမျှော်မှန်းနိုင်သည့်အပြင် တားဆီးခြင်းမပြုနိုင်သော မလွန်ဆန်နိုင်သော ဖြစ်ရပ်သည်တစ်ဆက်တည်း (၆)လကာလအထိ ကြာမြင့်ခြင်း။
- (၃) နှစ်ဖက်သဘောတူစာချုပ်ရပ်စဲခြင်း။
- (၄) စာချုပ်သက်တမ်း ကုန်ဆုံးခြင်း။
- (ခ) ဤစာချုပ်ချုပ်ဆိုသူများ၏ လုပ်ငန်းရပ်စဲလိုကြောင်း စာဖြင့် ရေးသားတင်ပြချက်သည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ရရှိပြီးနောက်မှသာ အကျိုးသက်ရောက်မှုရှိစေရမည်။
- (ဂ) စာချုပ်သက်တမ်းကုန်ဆုံး၍ ဤလုပ်ငန်းစာရင်းအားလုံး အကြေအလည် ရှင်းလင်းပြီးပါက ငှားရမ်းထားသော စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင်သည့် စက်များ၊ မလည်ပတ်နိုင်သည့်စက်များ၊ မော်တော်ယာဉ်များ အားလုံးသည် စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ပိုင်ဆိုင်မှုသို့ ပြန်လည်ရောက်ရှိစေရမည်။

အငြင်းပွားမှုဖြေရှင်းခြင်း

၁၃။ ဤစာချုပ်နှင့်စပ်လျဉ်း၍ အငြင်းပွားမှုတစ်စုံတစ်ရာ ပေါ်ပေါက်လာပါက ထိုအငြင်းပွားမှုကို ငြိမ်းချမ်းသောနည်းလမ်းဖြင့် နှစ်ဦးနှစ်ဖက်ဖြေရှင်းကြရမည်။ ထိုသို့ဖြေရှင်းမရနိုင်ပါက ဥပဒေနှင့်အညီ သက်ဆိုင်ရာစီရင်ပိုင်ခွင့်ရှိသော တရားရုံး၏ ဆုံးဖြတ်ချက်ကို ခံယူရမည်။



မလွန်ဆန်နိုင်သည့်ဖြစ်ရပ်များ

၁၄။ မလွန်ဆန်နိုင်သောဖြစ်ရပ်များဆိုသည်မှာ သဘာဝအလျောက်ကြုံတွေ့သည့် ရေဘေး၊ လေဘေး၊ မီးဘေး၊ မြေငလျင်ဘေး စသည်များအပြင် နိုင်ငံတော်အစိုးရ၏ ကန့်သတ်တားမြစ်ချက်များ၊ တရားဥပဒေစိုးမိုးရေးနှင့် ငြိမ်ဝပ်ပိပြားမှုပျက်ပြယ်ခြင်း၊ စစ်ဖြစ်ခြင်း၊ သပိတ်မှောက်ခြင်းစသည်တို့နှင့် စာချုပ်ဝင်တစ်ဖက်ဖက်က လိုအပ်သော သတိပေးရန်နှင့် ဆောင်ရွက်စေကာမူ မလွန်ဆန်မကျော်လွှားနိုင်သည့် အလားတူဖြစ်ရပ်များဖြစ်ပြီး၊ ယင်းမလွန်ဆန်နိုင်သော ဖြစ်ရပ်များကြောင့် ငှားရမ်းသုံးစွဲမှုကို ထိခိုက်ဆုံးရှုံးစေလျှင် “အငှားချထားခြင်းခံရသူ” သည် “အငှားချထားသူ” သို့နစ်နာဆုံးရှုံးမှုအတွက်လျော်ကြေးတောင်းခွင့်မရှိစေရ။ ထိုသို့ မလွန်ဆန်နိုင်သော ဖြစ်ရပ်ပေါ်ပေါက်ပါက ယင်းဖြစ်ရပ်ဖြစ်ပေါ်သည့်အချိန်မှ (၁၄) ရက်အတွင်း “အငှားချထားခြင်းခံရသူ” သည် “အငှားချထားသူ” သို့ ချက်ချင်းစာဖြင့်ရေးသားအကြောင်းကြားရမည်။ “အငှားချထားသူ” က လက်ခံအတည်ပြုလျှင် မလွန်ဆန်နိုင်သော ဖြစ်ရပ်မြောက်ပြီး၊ မြေနှင့်အဆောက်အဦ အသုံးပြုခွင့်နှင့် တိုက်ရိုက်သက်ဆိုင်သော ဖြတ်တောက်ကာလအပိုင်း အခြားအတွက် ငှားရမ်းခကို သက်သာခွင့်ပြုနိုင်သည်။

မီးလောင်ကျွမ်းခြင်း

- ၁၅။ (က) မီးလောင်ကျွမ်းမှုဖြစ်ပွားလျှင် မြန်မာ့အာမခံလုပ်ငန်းမှ မြန်မာ့အာမခံဥပဒေပါ ပြဋ္ဌာန်းချက်များနှင့်အညီ ပြန်လည်ပေးလျော်စေရေး ဆောင်ရွက်ပေးရမည်။
- (ခ) စက်ရုံအတွက်လိုအပ်သော မီးအာမခံအား မြန်မာ့အာမခံလုပ်ငန်းသို့ “အငှားချထားခြင်းခံရသူ” မှ (၁) လအတွင်း ပေးဆောင်ထားရှိရမည်။ အာမခံထားရှိရေးအတွက် “အငှားချထားသူ” မှ အာမခံကိစ္စတွင် တန်ဖိုးတွက်ချက်ခြင်းနှင့် ရုံးလုပ်ငန်းဆိုင်ရာ ကိစ္စများ ဆောင်ရွက်ပေးရမည်။

စာချုပ်အားပြန်လည်ညှိနှိုင်းခြင်း

၁၆။ စာချုပ်ပါစည်းကမ်းချက်များနှင့်အညီလုပ်ငန်းအကောင်အထည်ဖော်ဆောင်ရွက်ရာတွင်လုပ်ငန်းလိုအပ်ချက်အရ သို့မဟုတ် ဤစာချုပ်တွင်မပါရှိသည့် ကိစ္စရပ်များ ပေါ်ပေါက်လာလျှင် စာချုပ်ဝင်နှစ်ဦးနှစ်ဖက် ညှိနှိုင်းခွင့်ရှိစေရမည်။

ပြင်ဆင်ခြင်း

၁၇။ ဤစာချုပ်ပါစည်းကမ်းချက်များအား ဖြည့်စွက်ခြင်း၊ ပြင်ဆင်ခြင်းကို စာချုပ်ဝင်နှစ်ဦး နှစ်ဘက်မှ စာဖြင့်ရေးသား၍ သဘောတူညီချက်ရရှိပြီး မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ အတည်ပြုချက်ဖြင့် ပြင်ဆင်ခွင့်ရှိသည်။

ခါတ်သတ္တုအရင်းအမြစ်များ

၁၈။ “အငှားချထားခြင်းခံရသူ”သည် အငှားချထားသည့်မြေမှ ဤသဘောတူစာချုပ်ပါအတိုင်း ဆောင်ရွက်ရန် အငှားချထားစဉ် ကာလအတွင်းမမျှော်လင့်ဘဲ ခါတ်သတ္တုအရင်းအမြစ်များ၊ အဖိုးတန် ကျောက်မျက် ရတနာများ၊ ရှေးဟောင်းပစ္စည်းများတွေ့ရှိလျှင် ထိုပစ္စည်းများကို “အငှားချထားသူ” က ပိုင်ဆိုင်ရမည်။ “အငှားချထားသူ”သည် အဆိုပါပစ္စည်းများကို သက်ဆိုင်ရာ အစိုးရအဖွဲ့အစည်းသို့ တင်ပြ၍ အတည်ပြုချက်ရယူပြီး တည်ဆဲစည်းကမ်းဥပဒေနှင့်အညီ ဆောင်ရွက်ရမည်။

ပြန်လည်လွှဲပြောင်းပေးအပ်ခြင်း

၁၉။ “အငှားချထားခြင်းခံရသူ” သည် ဤသဘောတူစာချုပ်ပါငှားရမ်းခြင်းကာလ ကုန်ဆုံးသည့် အခါဖြစ်စေ၊ ငှားရမ်းခြင်းရပ်စဲသည့်အခါဖြစ်စေ၊ ယင်းသို့ကုန်ဆုံးသည့်နေ့ သို့မဟုတ် ရပ်စဲသည့် နေ့မှ (၄၅)ရက် အတွင်း အငှားချထားသည် စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင်သည့် စက်များ၊ မလည်ပတ်နိုင်သည့် စက်များ၊ မော်တော်ယာဉ်များအားလုံးကို “အငှားချထားသူ” သို့ အဖိုးစားနား မပါရှိဘဲ ကောင်းမွန်သော အနေအထားဖြင့် ပြန်လည်လွှဲပြောင်းပေးအပ်ရမည်။

မြေသို့ပြန်လည်ဝင်ရောက်ပိုင်ခွင့်

၂၀။ “အငှားချထားခြင်းခံရသူ” သည် စာချုပ်ပါစည်းကမ်းချက်တစ်ရပ်ရပ်ကို ဆောင်ရွက်ရန် သို့မဟုတ် လိုက်နာရန်ပျက်ကွက်ခြင်းကြောင့် “အငှားချထားသူ” က ယင်းကဲ့သို့ပျက်ကွက်မှုများကို ပြုပြင်ရန် သို့မဟုတ် လိုက်နာရန် အငှားချထားခြင်းခံရသူသို့ အကြောင်းကြားစာ ပေးပို့ပြီးနောက် အကြောင်းကြားစာပါကာလအတွင်းလိုက်နာမှုမရှိပါက “အငှားချထားသူ”သည် အငှားချထားသည့်မြေ၊ စက်ရုံနှင့်အဆောက်အဦ၊ စက်ကိရိယာများကိုပြန်လည်ဝင်ရောက်၍လက်ဝယ်ရယူခွင့်ရှိသည်။ သို့ရာတွင် ယင်းသို့ဝင်ရောက်၍လက်ရောက်ရယူခြင်းသည် “အငှားချထားသူ” က “အငှားချထားခြင်းခံရသူ” ထံမှ ရရန်ရှိသော ငှားရမ်းခ သို့မဟုတ် ပျက်စီးဆုံးရှုံးမှုအတွက် လျော်ကြေးတောင်းဆိုခွင့်ကို ထိခိုက်ခြင်းမရှိ စေရ။

အာမခံထားရှိခြင်း

၂၁။ စက်ရုံအဆောက်အဦများ၊ စက်ကိရိယာများ၊ ပရိဘောဂများနှင့်ပတ်သက်၍ မြန်မာ့အာမခံ ဥပဒေအရလိုအပ်သည့်အားလုံးသောအာမခံလုပ်ငန်းများကို “အငှားချထားခြင်းခံရသူ” ကထားရှိရမည်။

ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်များ

၂၂။ “အငှားချထားခြင်းခံရသူ” သည် မြန်မာနိုင်ငံသားများရင်းနှီးမြှုပ်နှံမှုဥပဒေပါ ပြဌာန်းချက် များနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုသည့် အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားနိုင်ရန် “အငှားချထားသူ” မှ ကူညီဆောင်ရွက်ပေးရမည်။

စာချုပ်များ

၂၃။ ဤစာချုပ်ကိုမူရင်း (၃) စုံချုပ်ဆိုမည်ဖြစ်သည်။ “အငှားချထားသူ” နှင့် “အငှားချထားခြင်းခံရသူ” တို့မှ စာချုပ်တစ်စုံစီယူထားပြီးကျန်တစ်စုံကို သက်ဆိုင်ရာဝန်ကြီးဌာနသို့ ပေးပို့ အတည်ပြုချက်ရယူရမည်။

အကြောင်းကြားစာ

၂၄။ နို့တစ်စာများ သို့မဟုတ် အခြားအချက်အလက် အကြောင်းကြားချက်များကို မြန်မာဘာသာဖြင့်ဖြစ်စေ၊ အင်္ဂလိပ်ဘာသာဖြင့်ဖြစ်စေ ရေးသားပြီး စာတိုက်မှတ်ပုံတင် ချောစာဖြင့် ဖြစ်စေ၊ ဖက်(စ်)ဖြင့်ဖြစ်စေ၊ အပြည်ပြည်ဆိုင်ရာ ဆက်သွယ်နည်းစနစ်ဖြင့်ဖြစ်စေ သက်ဆိုင်ရာအဖွဲ့သို့ ဆက်သွယ်ဆောင်ရွက်နိုင်သည့် ဆက်သွယ်ရန်လိပ်စာမှာ စာချုပ်တွင် ဖော်ပြပါရှိသော လိပ်စာအတိုင်းဖြစ်ပါသည်။

(က) အငှားချထားသူ

- (၁) အမည်- ဦးကျော်ရွှေ
- (၂) ရာထူး- ညွှန်ကြားရေးမှူးချုပ်
- (၃) လိပ်စာ- စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန
ရုံးအမှတ်(၅၀)နေပြည်တော်
- (၄) ဖုန်းအမှတ်- ၀၆၇-၄၃၁၁၁၀
- (၅) ဖက်(စ်)အမှတ်- ၀၆၇-၄၃၁၁၁၅
- (၆) E-mail: dicd.moai@gmail.com

(ခ) အငှားချထားခြင်းခံရသူ

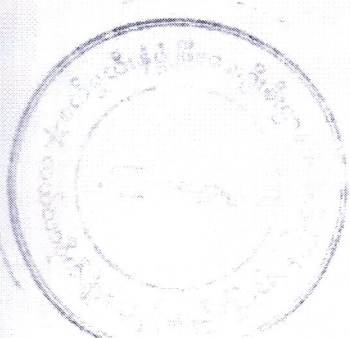
- (၁) အမည်- ဦးရဲမင်းအောင်
- (၂) ရာထူး- အုပ်ချုပ်မှုဒါရိုက်တာ
- (၃) လိပ်စာ- MAPCO Building, No. 100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan(Port) Township, Yangon, Myanmar.
- (၄) ဖုန်းအမှတ်- ၀၁ ၂၃၀ ၁၆၅၂၊ ၀၁ ၂၃၀ ၁၆၅၃၊
- (၅) ဖက်(စ်)အမှတ်- ၀၁ ၂၃၀၁၆၅၂၊ ၀၁ ၂၃၀ ၁၆၅၃
- (၆) E-mail: bod@mapco-ygn.com
admin@mapco-ygn.com
- (၇) Website: www.mapco.com.mm

- (ဂ) ယခုကဲ့သို့စာရွက်စာတမ်းများပေးပို့ဆက်သွယ်သည့်အခါများတွင် အခြားတစ်ဖက်မှလက်ခံ ရရှိကြောင်းပြန်ကြားစာရရှိပြီးမှသာပေးပို့ခြင်းကို အတည်ပြုနိုင်သည်။ အကယ်၍လိပ်စာ ပြောင်းလဲခဲ့ပါက စာဖြင့်ရေးသား အကြောင်းကြားရမည်။

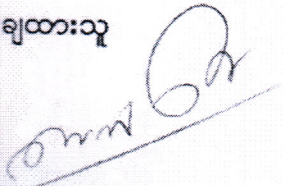
ပတ်ဝန်းကျင်ထိန်းသိမ်းကာကွယ်ခြင်း

၂၅။ “အငှားချထားခြင်းခံရသူ” အနေဖြင့် လုပ်ငန်းလုပ်ဆောင်မည့်နေရာဒေသ၏ ပတ်ဝန်းကျင် နေရာများအား ကောင်းစွာကာကွယ်ထိန်းသိမ်း စောင့်ရှောက်ထားရန် တာဝန်ရှိသည်။ ထို့ပြင် လေထု၊ ရေထုနှင့် မြေထုများ ညစ်ညမ်းခြင်းနှင့် အခြားသောပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက် ပျက်စီး ဆုံးရှုံးခြင်း အား ကာကွယ်ထိန်းချုပ်ခြင်းလုပ်ငန်းများကို ဆောင်ရွက်ရမည်။ ရေများ သန့်စင်စေနိုင်သောစက်များ တပ်ဆင်ပေးခြင်း၊ လေထုညစ်ညမ်းမှုများမဖြစ်ပေါ်စေရန်အခိုးအငွေ့နှင့်အညစ်အကြေးစွန့်အစိတ်အပိုင်း များကို လုံခြုံစွာထားရှိပေးခြင်းနှင့်အခြားသော ပတ်ဝန်းကျင် ဘေးအန္တရာယ် ကင်းရှင်းစေရေးဆိုင်ရာ လိုအပ်သောအကာအကွယ် အစီအစဉ်များ ဆောင်ရွက်ရမည်။

၂၆။ ဤစာချုပ်တွင် ပါရှိသော မြေပုံနှင့် နောက်ဆက်တွဲများသည် စာချုပ်၏ တစ်စိတ်တစ်ဒေသ ဖြစ် သည်။ အထက်ဖော်ပြပါစည်းကမ်းချက်များကို ဖတ်ရှုနားလည် သဘောတူလက်ခံပါသဖြင့် အထက် ဖော်ပြပါ ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ (၂၄) ရက်နေ့တွင် အောက်ပါအသိသက်သေများ ရှေ့မှောက်တွင် “အငှားချထားသူ” နှင့် “အငှားချထားခြင်းခံရသူ” တို့ လက်မှတ်ရေးထိုးကြပါသည်။



အငှားချထားသူ



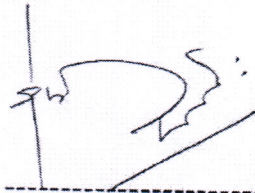
ဦးကျော်ရွှေ

ညွှန်ကြားရေးမှူးချုပ်

ကော်မ္မသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန

လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန

အငှားချထားခြင်းခံရသူ



ဦးရဲမင်းအောင်

အုပ်ချုပ်မှုဒါရိုက်တာ

Myanmar Agribusiness Public

Corporation Limited. (MAPCO)

အသိသက်သေများ

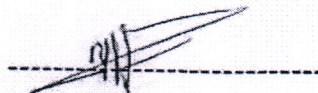


ဦးဖဲဆောင်

ညွှန်ကြားရေးမှူး (ဂုန်လျှော်သီးနှံဌာနခွဲ)

ကော်မ္မသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန

လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန

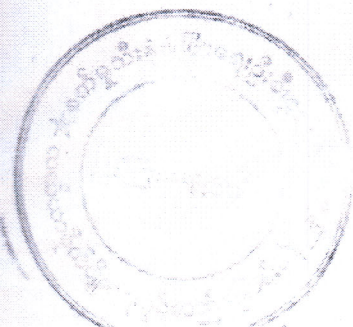


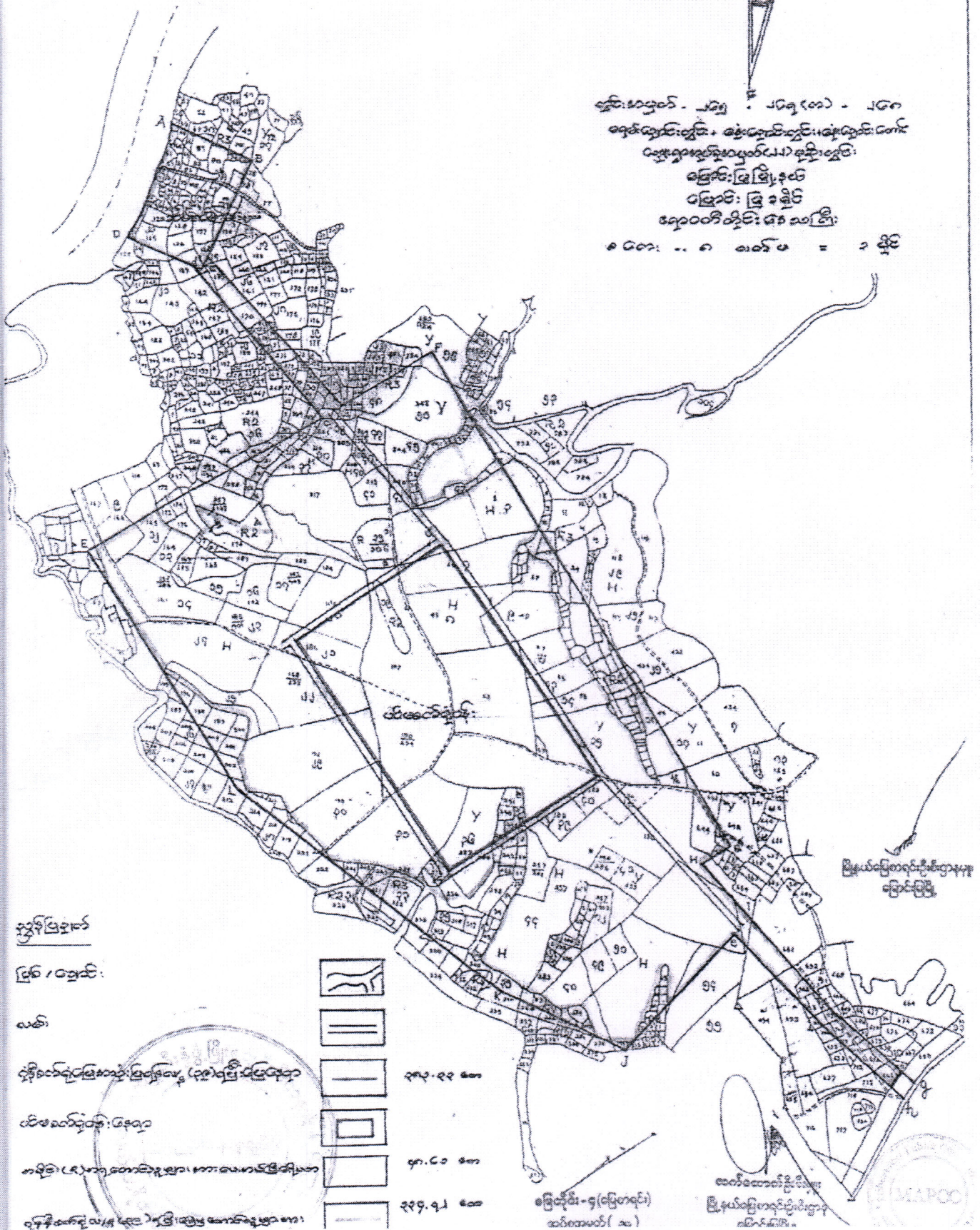
ဦးလှစိုး

Project Coordinator

Myanmar Agribusiness Public

Corporation Limited.(MAPCO)



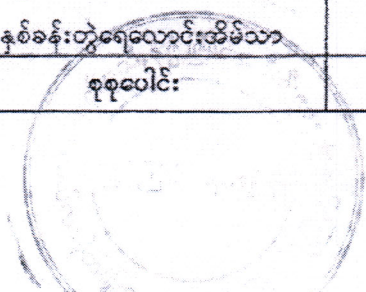
[illegible]

နောက်ဆက်တွဲ (ခ)

မြောင်းမြဂူနီစက်ရုံ၏ စက်ရုံပိုင်အဆောက်အဦးစာရင်း

(ကျပ်သန်းပေါင်း)

စဉ်	အဆောက်အဦးအမည်	အရေအတွက်	အတိုင်းအတာ (ပေ)			အဆောက်အဦးပုံစံ			ဧရိယာ စတုရန်းပေ/ယူနစ်	(၃၁-၃-၂၀၁၃) နေ့ရှိတန်ဖိုး
			L	B	H	R	W	F		
၁	၂	၃	၄	၅	၆	၇	၈	၉	၁၀	၁၁
၁	ပင်မစက်ရုံ	၁	၇၅၉'	၃၉၆'	၂၄'	ကျောက်ပြား	အုတ်	ကွန်ကရစ်	၃၀၀၅၆၄	၁၇.၇၁၆
၂	ပင်မလျှပ်စစ်ဓါတ်အားခွဲရုံ	၁	၉၆'	၃၀'	၁၈'	"	"	"	၂၈၈၀	၀.၂၉၈
၃	ရေသန့်စင်စက်ရုံ	၁	၁၀၀'	၄၀'	၁၂'	"	"	"	၄၀၀၀	၀.၄၂၃
၄	သိုလ်လာရုံအဆောက်အဦး	၁	၁၀၀'	၄၀'	၁၈'	"	"	"	၄၀၀၀	၀.၂၀၇
၅	ကုန်ချောသိုလှောင်ရုံ	၃	၁၄၈'	၆၆'	၂၅'	"	"	"	၉၇၆၈	၄.၆၈၇
၆	ကုန်ကြမ်းသိုလှောင်ရုံ	၅	၁၄၈'	၆၆'	၂၅'	"	"	"	၉၇၆၈	
၇	စက်ပစ္စည်းနှင့်အထွေထွေပစ္စည်းသိုလှောင်ရုံ	၃	၁၄၄'	၆၀'	၁၈'	"	"	"	၈၆၄၀	
၈	လုပ်သားအစည်းအဝေးခန်းမ	၁	၁၄၀'	၇၂'	၁၈'	"	"	"	၁၀၀၈၀	၀.၆၁၇
၉	ယာဉ်ပြင်သိုလှောင်ရုံ	၁	၁၀၀'	၄၀'	၁၂'	"	"	"	၄၀၀၀	၀.၂၃၄
၁၀	လုံခြုံရေးဂိတ်အဆောက်အဦး	၃	၂၀'	၁၆'	၁၀'	"	"	"	၃၂၀	၀.၀၅၄
၁၁	စီမံခန့်ခွဲရေးရုံး	၁	၂၅၀'	၄၀'	၁၂'	"	"	"	၁၀၀၀၀	၁.၀၀၇
၁၂	ဆေးပေးခန်း	၁	၇၀'	၄၀'	၁၂'	"	"	"	၂၈၈၀	၁.၅၇၂
၁၃	သံရည်ကျိုရုံ	၁	၆၀'	၄၀'	၁၃'	"	"	မြေကြီး	၂၄၀၀	
၁၄	မီးရထားကုန်ချိန်ရုံ	၁	၁၅'	၁၀'	၁၀'	"	"	ကွန်ကရစ်	၁၅၀	တစ်ကျပ်
၁၅	ကားကုန်ချိန်ရုံ	၁	၁၃'	၁၀'	၁၀'	"	"	"	၁၃၀	၀.၀၂၆
၁၆	ကင်းမျှော်စင်	၂	၈'	၈'	၅'	သွပ်	သစ်	သစ်	၆၄	၀.၀၀၅
၁၇	ဧည့်ရိပ်သာ (အခန်း- ၁၀ ခန်းပါ)	၁	၂၀၀'	၃၀'	၁၄'	ကျောက်ပြား	အုတ်	ကွန်ကရစ်	၆၀၀၀	၀.၃၆၆
၁၈	မြစ်ဆိပ်ရေတင်ရုံ (ဆိတ်တင်ချ)	၁	၅၀'	၂၀'	၁၀'	"	"	"	၁၀၀၀	၁.၅၈၄
၁၉	လျှပ်စစ်ဓါတ်အားခွဲရုံ (မြစ်ဆိပ်)	၁	၃၀'	၂၀'	၁၁'	"	"	"	၆၀၀	
၂၀	ရထားစက်ခေါင်းရုံ	၁	၁၀၀'	၄၀'	၁၄'	"	"	"	၄၀၀၀	
၂၁	ဆီပန်းအဆောက်အဦး	၂	၁၉'	၁၁'	၁၀'	"	"	"	၂၀၉	
	။	၁	၃၄'	၁၁'	၁၀'	"	"	"	၃၇၄	
၂၂	စင်မြင့်ရေကန်	၁	(၄၀'၈ x ၂၀') + ၆၀'h				"	"		၁.၆၀၇
၂၃	မြေအောက်ရေကန်	၁	၁၀၀'	၁၀၀'	၇'-၄"	"	"	"	၁၀၀၀၀	၀.၈၇၆
၂၄	နှစ်ခန်းတွဲရေလောင်းဆိပ်သာ	၂	၈'	၄'	၈'	"	"	"	၃၂	၀.၀၂၆
	စုစုပေါင်း									၃၁.၃၀၅



နောက်ဆက်တွဲ (ခ)

စက်ရုံပိုင်ဝန်ထမ်းအိမ်ယာစာရင်း

(ကျပ်သန်းပေါင်း)

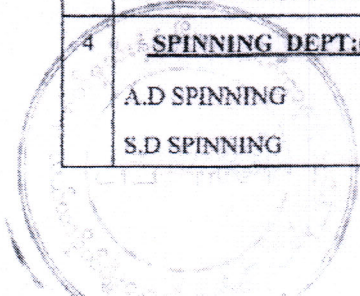
စဉ်	အဆောက်အဦအမည်	အရေအတွက်	အတိုင်းအတာ (ပေ)			အဆောက်အဦပုံစံ			ဧရိယာ စတုရန်းပေ/ယူနစ်	(၃၀-၃-၂၀၁၃) နေ့ရှိ တန်ဖိုး
			L	B	H	R	W	F		
၁	၂	၃	၄	၅	၆	၇	၈	၉	၁၀	၁၁
၁။	ပါရဂူအိမ်ယာ	၁	၄၈'	၂၄'	၁၂'	ကျောက်ပြား	အုတ်	ကွန်ကရစ်	၁၁၅၂	၀.၀၅၉
၂။	၁၂၀၀၀၀/- စကေးဝန်ထမ်းအိမ်ယာ	၅	၄၈'	၂၄'	၁၂'	"	"	"	၁၁၅၂	၀.၂၇၆
၃။	၁၀၀၀၀၀/- စကေးဝန်ထမ်းအိမ်ယာ	၂၄	၄၈'	၂၄'	၁၂'	"	"	"	၁၁၅၂	၁.၂၄၀
၄။	၅၉၀၀၀/- စကေးဝန်ထမ်းအိမ်ယာ	၂၀	၃၀'	၂၀'	၁၀'	"	"	"	၆၀၀	၀.၇၁၄
၅။	၄၇၀၀၀/- စကေးဝန်ထမ်းအိမ်ယာ	၂၀	၄၀'	၂၀'	၁၂'	"	"	"	၈၀၀	၀.၇၃၂
၆။	၄၁၀၀၀/- စကေးဝန်ထမ်းအိမ်ယာ	၃၈	၄၀'	၂၀'	၁၀'	"	"	"	၈၀၀	၁.၂၁၄
၇။	လူပျိုဆောင် (၂) လုံးလျှင် (၁) နံ	၂	၆၀'	၂၀'	၁၂'	"	"	"	၁၂၀၀	၀.၄၉၇
စုစုပေါင်း										၄.၇၃၂



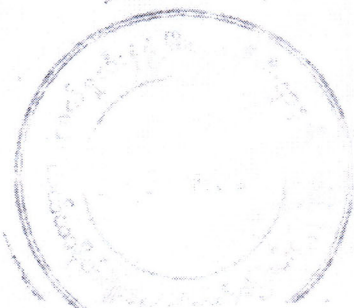
နောက်ဆက်တွဲ (ဂ)

မြောင်းမြရုပ်နှိပ်စက်ရုံ၏
စက်ရုံပိုင်ဆိုင်မှုများစာရင်း

စဉ်	စက်အမည်	တပ်ဆင် အင်အား	ကောင်း	သင့်	ညံ့	နှုန်း	(၃၁-၃-၁၃)နေ့ရှိ အသားတင်တန်ဖိုး
၁	၂	၃	၄	၅	၆	၇	၈
1	BATCHING DEPT:(12)NOS						
	BALE OPENNER	1	-	-	1	၁၀၀	၁၀၀
	BALE SQUEEZER	1	-	-	1	၁၀၀	၁၀၀
	DUST SHAKER	1	-	1	-	၁၀၀	၁၀၀
	HARD WASTE TEASER	1	-	1	-	၁၀၀	၁၀၀
	O.D BATCH MIXER	3	-	1	2	၁၀၀	၃၀၀
	SOFTENER	2	-	1	1	၁၀၀	၂၀၀
	SPREADER	3	-	1	2	၁၀၀	၃၀၀
2	CARDING DEPT:(38)NOS						
	BREAKER CARD (L.Y)	4	-	1	3	၁၀၀	၄၀၀
	TEASER CARD (L.Y)	2	-	-	2	၁၀၀	၂၀၀
	INTER CARD (L.Y)	2	-	-	2	၁၀၀	၂၀၀
	FINISHER CARD (L.Y)	7	-	1	6	၁၀၀	၇၀၀
	BREAKER CARD (H.Y)	2	-	-	2	၁၀၀	၂၀၀
	TEASER CARD (H.Y)	6	-	1	5	၁၀၀	၆၀၀
	INTER CARD (H.Y)	7	-	1	6	၁၀၀	၇၀၀
	FINISHER CARD (H.Y)	8	-	1	7	၁၀၀	၈၀၀
3	DRAWING DEPT:(44)NOS						
	1 st DRAWING (L.Y)	7	-	2	5	၁၀၀	၇၀၀
	2 nd DRAWING (L.Y)	7	-	2	5	၁၀၀	၇၀၀
	FINISHER DRAWING (L.Y)	10	-	3	7	၁၀၀	၁၀၀၀
	1 st DRAWING (H.Y)	10	-	2	8	၁၀၀	၁၀၀၀
	FINISHER DRAWING (H.Y)	10	-	3	7	၁၀၀	၁၀၀၀
4	SPINNING DEPT:(58)NOS						
	A.D SPINNING	38	-	6	32	၁၀၀	၃၈၀၀
	S.D SPINNING	20	-	4	16	၁၀၀	၂၀၀၀



စဉ်	စက်အမည်	တပ်ဆင် အင်အား	ကောင်း	သင့်	ညံ့	နှုန်း	(ပာ-ပ-၁၃)နေ့ရှိ အသားတင်တန်ဖိုး
၁	၂	၃	၄	၅	၆	၇	၈
5	ROLL WINDING DEPT:(26)NOS						
	ROLL WINDING (L.Y)	8	-	3	5	၁၀၀	၈၀၀
	ROLL WINDING (H.Y)	9	-	2	7	၁၀၀	၉၀၀
	DRY BEAMER	4	-	1	3	၁၀၀	၄၀၀
	PRE BEAMER	1	-	1	-	၁၀၀	၁၀၀
	FLYER TWISTER	2	-	2	-	၁၀၀	၂၀၀
	SIZING	1	-	1	-	၁၀၀	၁၀၀
	HAND TO CONE WINDER	1	-	1	-	၁၀၀	၁၀၀
6	WEAVING DEPT:(236)NOS						
	S4A LOOM	180	-	44	136	၁၀၀	၁၈၀၀၀
	SB48 LOOM	56	-	-	56	၁၀၀	၅၆၀၀
7	FINISHING DEPT:(90)NOS						
	MEASURING M/C	3	-	1	2	၁၀၀	၃၀၀
	DAMPING M/C	2	-	2	-	၁၀၀	၂၀၀
	CALENDER M/C	4	-	2	2	၁၀၀	၄၀၀
	CUTTING M/C	3	-	2	1	၁၀၀	၃၀၀
	LAPPING M/C	1	-	-	1	၁၀၀	၁၀၀
	OVER HEAD SEWING	26	-	6	20	၁၀၀	၂၆၀၀
	SIDE SEWING	49	-	6	43	၁၀၀	၄၉၀၀
	BALLING PRESS	2	-	1	1	၁၀၀	၂၀၀
	TOTAL	504	-	-			၅၀၄၀၀



နောက်ဆက်တွဲ (ဃ)

စက်ရုံပိုင်ယာဉ်စာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်	အရေအတွက်	(၃၁-၃-၂၀၁၃)နေ့ရှိ တန်ဖိုး(ကျပ်)
၁	Mazada Jeep	၃	၃
၂	Hino TE-(11)	၈	၈
၃	Hino FC	၁	၁
၄	Mazada E-2000	၄	၄
၅	ရထား (DB-211)	၁	၁
၆	Fork Lift	၁	၁
၇	Unit Crane KT(50A)	၁	၁
၈	လယ်ထွန်စက် (Zetor-50)	၃	၃
၉	လက်တွန်းထွန်စက် (လယ်ယာ-၁၂)	၂	၂
၁၀	မီးသတ်စက် (TK)	၁	၃၇၅၀၀၀
	စုစုပေါင်း		၃၇၅၀၂၄



လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန

စိုက်ပျိုးရေးဦးစီးဌာန

နှင့်

Myanmar Agribusiness Public Corporation Limited (MAPCO)

တို့၏

မြောင်းမြဂုန်နီစက်ရုံအား

ငှားရမ်းရေးသဘောတူစာချုပ်ကို

ပြင်ဆင်သည့် ပြင်ဆင်ချက်သဘောတူစာချုပ်



၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ (၂၇) ရက်





လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန

စိုက်ပျိုးရေးဦးစီးဌာန

နှင့်

Myanmar Agribusiness Public Corporation Limited (MAPCO)

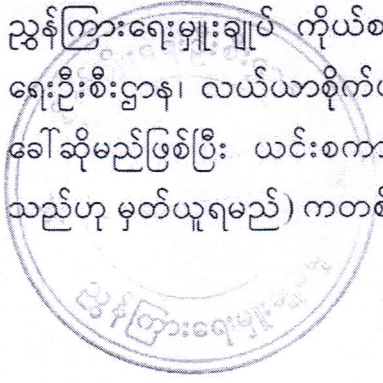
တို့အကြား ချုပ်ဆိုသည့်

မြောင်းမြဂုန်နီစက်ရုံအား

ငှားရမ်းရေးသဘောတူစာချုပ်ကို

ပြင်ဆင်သည့် ပြင်ဆင်ချက်သဘောတူစာချုပ်

၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ၊ (၂၄) ရက်နေ့စွဲပါ မြောင်းမြဂုန်နီစက်ရုံ ငှားရမ်းရေးမူလစာချုပ် (ဤမှ နောင်တွင် “မူလစာချုပ်”) ကို ပြင်ဆင်သည့် ဤပြင်ဆင်ချက်သဘောတူစာချုပ် (ဤမှ နောင်တွင် “ပြင်ဆင်ချက်စာချုပ်”) ကို နေပြည်တော်တွင် ၂၀၁၆ခုနှစ်၊ ဇန်နဝါရီလ (၂၈) ရက်နေ့၌ ဦးကျော်ရွှေ၊ ညွှန်ကြားရေးမှူးချုပ် ကိုယ်စားပြုသော နေပြည်တော် ရုံးအမှတ် (၅၀)တွင် တည်ရှိသည့် စိုက်ပျိုးရေးဦးစီးဌာန၊ လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန (နောင်တွင် “အငှားချထားသူ” ဟု ခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်၌ ယင်း၏ ဆက်ခံသူများနှင့် ဥပဒေအရလွှဲအပ်ခံရသူများ ပါဝင်သည်ဟု မှတ်ယူရမည်) ကတစ်ဘက်နှင့်





ဦးရဲမင်းအောင်၊ အုပ်ချုပ်မှုဒါရိုက်တာ [၁၂/တမန (နိုင်)၀၉၄၅၈၂] ကိုယ်စားပြုသော Myanmar Agribusiness Public Corporation Limited (MAPCO), MAPCO Building, No.100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (port) Tsp., Yangon, Myanmar. (နောင်တွင် “အငှားချထားခြင်းခံရသူ” ဟု ခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်၌ ယင်း၏ ဆက်ခံသူများ၊ ဥပဒေအရလွှဲအပ်ခံရသူများနှင့် တရားဝင်ကိုယ်စားလှယ်များပါဝင်သည်ဟု မှတ်ယူရမည်) တို့က အခြားတစ်ဘက်

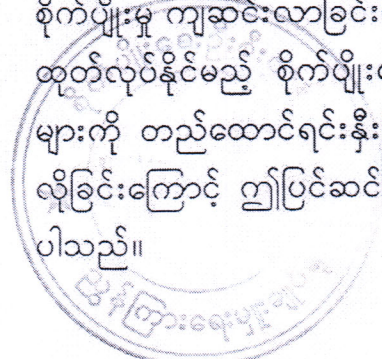
တို့သည် အောက်ပါစည်းကမ်းချက်များကို သတ်မှတ်၍ ဤပြင်ဆင်ချက် သဘောတူစာချုပ်ကို ချုပ်ဆိုကြပါသည်။

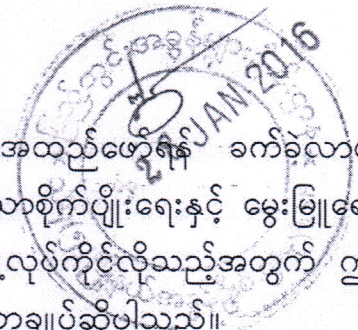
“အငှားချထားသူ” နှင့် “အငှားချထားခြင်းခံရသူ” တို့အား ပေါင်းစည်း၍ “စာချုပ်ဝင်များ” ဟူ၍လည်းကောင်း၊ တစ်ဦးချင်းစီအား “စာချုပ်ဝင်” ဟူ၍လည်းကောင်း ရည်ညွှန်းခေါ်ဆိုသွားမည် ဖြစ်ပါသည်။

က။ လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန၊ စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာန၊ ဂုန်လျော်နှင့်လျော်မျှင်များပညာပေးရေးနှင့် နည်းပညာဖွံ့ဖြိုးရေးဌာနခွဲနှင့် Myanmar Agribusiness Public Corporation Limited (MAPCO) တို့သည် မြောင်းမြဂုန်နီစက်ရုံအား ငှားရမ်းရေးသဘောတူစာချုပ် (ဤမှ နောင်တွင် “မူလစာချုပ်” ဟု ခေါ်ဆိုမည်ဖြစ်သည်) ကို ၂၄.၇.၂၀၁၄ ရက်နေ့တွင် ချုပ်ဆိုခဲ့ပါသည်။

ခ။ ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ ၁၅.၁.၂၀၁၅ ရက် (ကြာသပတေးနေ့) အစည်းအဝေးအမှတ်စဉ် (၂/၂၀၁၅) ၏ သဘောတူခွင့်ပြုချက်အရ လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန၊ ဝန်ကြီးရုံး၏ ၁.၅.၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၁/ ၁၈၀ (က) (၁) (၉၃၁(က)/ ၂၀၁၅) ညွှန်ကြားစာဖြင့် စက်မှုသီးနှံဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် စိုက်ပျိုးရေးဦးစီးဌာနတို့ ပူးပေါင်း၍ စိုက်ပျိုးရေးဦးစီးဌာနအမည်ဖြင့် ပြင်ဆင်ဖွဲ့စည်းခဲ့ပါသဖြင့် ဤပြင်ဆင်ချက်သဘောတူစာချုပ်ကို စိုက်ပျိုးရေးဦးစီးဌာန အမည်ဖြင့် ပြောင်းလဲချုပ်ဆိုလိုသည့်အတွက် ဤပြင်ဆင်ချက်သဘောတူစာချုပ်ကို စာချုပ်ဝင်နှစ်ဘက် သဘောတူချုပ်ဆိုပါသည်။

ဂ။ စာချုပ်ဝင်များက တာဝန်ဝတ္တရားများကို အကောင်အထည်ဖော်ဆောင်ရွက်ရာတွင် ဂုန်လျော်စိုက်ပျိုးမှု ကျဆင်းလာခြင်းကြောင့် အရည်အသွေးမြင့် လယ်ယာထွက်ကုန်များကို တန်ဖိုးမြင့်ထုတ်လုပ်နိုင်မည့် စိုက်ပျိုးရေးအခြေခံစက်မှုလုပ်ငန်းများ၊ စိုက်ပျိုးရေးနှင့် မွေးမြူရေးစက်ရုံများကို တည်ထောင်ရင်းနှီးမြှုပ်နှံခြင်းဖြင့် နိုင်ငံ၏ လယ်ယာစိုက်ပျိုးရေးကဏ္ဍအား မြှင့်တင်လိုခြင်းကြောင့် ဤပြင်ဆင်ချက်သဘောတူ စာချုပ်ကို စာချုပ်ဝင်နှစ်ဘက်သဘောတူ ချုပ်ဆိုပါသည်။





ဃ။ စာချုပ်ဝင်များအနေဖြင့် မူလရည်မှန်းချက်များကို အကောင်အထည်ဖော်ရန် ခက်ခဲလာပါသဖြင့် ငှားရမ်းထားပြီးဖြစ်သော စက်ရုံမြေဧရိယာတွင် လယ်ယာစိုက်ပျိုးရေးနှင့် မွေးမြူရေးအခြေခံစက်မှုလုပ်ငန်းများ၊ တန်ဘိုးမြှင့်လုပ်ငန်းများကို တိုးချဲ့လုပ်ကိုင်လိုသည့်အတွက် ဤပြင်ဆင်ချက်သဘောတူ စာချုပ်ကို စာချုပ်ဝင်နှစ်ဘက် သဘောတူချုပ်ဆိုပါသည်။

င။ ၂၄.၇.၂၀၁၄ နေ့စွဲပါ မူလစာချုပ်အပိုဒ် (၁၆)အရ စာချုပ်ပါ စည်းကမ်းချက်များနှင့်အညီ လုပ်ငန်းအကောင်အထည်ဖော် ဆောင်ရွက်ရာတွင် လုပ်ငန်းလိုအပ်ချက်အရ (သို့မဟုတ်) ဤစာချုပ်တွင် မပါရှိသည့်ကိစ္စရပ်များပေါ်ပေါက်လာလျှင် စာချုပ်ဝင်များ ညှိနှိုင်းခွင့်ရှိကြောင်း ဖော်ပြထားချက်အရ “အငှားချထားခြင်းခံရသူ” မှ ငှားရမ်းထားသော မြေပေါ်တွင် အထက်အပိုဒ်(ဃ)ပါလုပ်ငန်းများကို ဆောင်ရွက်သွားရန်နှင့် နှစ်ဘက်စာချုပ်ဝင်များက ညှိနှိုင်းသဘောတူထားပြီး ဖြစ်သည့်အတွက် ဤပြင်ဆင်ချက်သဘောတူ စာချုပ်ကို စာချုပ်ဝင်နှစ်ဘက် သဘောတူချုပ်ဆိုပါသည်။

စ။ ၂၄.၇.၂၀၁၄ နေ့စွဲပါ မူလစာချုပ် အပိုဒ်(၁၇)အရ စာချုပ်ပါ စည်းကမ်းချက်များအား ဖြည့်စွက်ခြင်း၊ ပြင်ဆင်ခြင်းတို့ကို စာချုပ်ဝင်နှစ်ဦးနှစ်ဘက်မှ စာဖြင့်ရေးသား၍ သဘောတူညီချက် ရရှိပြီး မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အတည်ပြုချက်ဖြင့် ပြင်ဆင်ခွင့်ရှိသည့်အတွက် ဤပြင်ဆင်ချက်သဘောတူ စာချုပ်ကို စာချုပ်ဝင်နှစ်ဘက် သဘောတူချုပ်ဆိုပါသည်။

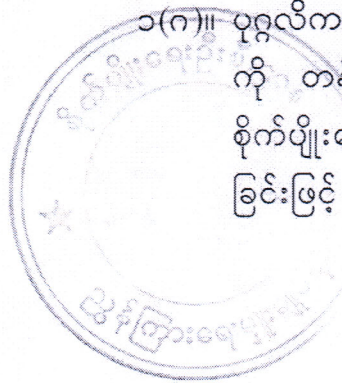
စာချုပ်ဝင်များက မူလစာချုပ်ပါ ကတိကဝတ်များကို ဆင်ခြင်သုံးသပ်သည့်အပြင် အခြားကောင်းမွန်၍ တန်ဘိုးရှိသော ဆင်ခြင်တုံတရားများနှင့်အညီ ဤပြင်ဆင်ချက်စာချုပ်ကို အောက်ပါအတိုင်း ချုပ်ဆိုကြရန် သဘောတူအသိအမှတ်ပြုကြပါသည်-

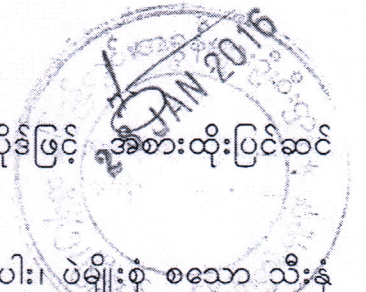
၁။ မူလစာချုပ်ပါ “ရည်ရွယ်ချက်” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၁ တွင် ဖော်ပြထားသော စာပိုဒ်ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၁။ လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၊ စိုက်ပျိုးရေးဦးစီးဌာန၊ ဧရာဝတီတိုင်းဒေသကြီး၊ မြောင်းမြမြို့နယ်ရှိ မြောင်းမြဂူနီစက်ရုံ၏ ထုတ်လုပ်မှုလုပ်ငန်းကို အောက်ပါရည်ရွယ်ချက်များနှင့် အညီ ငှားရမ်းဆောင်ရွက်ပါမည်။

၂။ မူလစာချုပ်အပိုဒ် ၁(ဂ)ပါစာပိုဒ်ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၁(ဂ)။ ဂူလိကလုပ်ငန်းရှင်များအနေဖြင့် အရည်အသွေးမြင့် လယ်ယာထွက်ကုန်များကို တန်ဘိုးမြှင့်ထုတ်လုပ်နိုင်မည့် စိုက်ပျိုးရေးအခြေခံ စက်မှုလုပ်ငန်းများ၊ စိုက်ပျိုးရေးနှင့် မွေးမြူရေးအခြေခံစက်ရုံများကို တည်ထောင်ရင်းနှီးမြှုပ်နှံခြင်းဖြင့် နိုင်ငံ၏ လယ်ယာစိုက်ပျိုးရေး ကဏ္ဍအားမြှင့်တင်နိုင်စေရန်။





၃။ မူလစာချုပ်အပိုဒ် ၁(ဃ)ပါစာပိုဒ်ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၁(ဃ)။စက်ရုံအကျိုးအမြတ် ပိုမိုရရှိလာသည့်အပေါ် ဆန်စပါး၊ ပဲမျိုးစုံ စသော သီးနှံများနှင့် ဂုန်လျှော်/ချဉ်ပေါင်လျှော်စသော စက်မှုသီးနှံများ စိုက်ပျိုးထုတ်လုပ်သည့် တောင်သူများအတွက် တွက်ချေကိုက်သည့် ဈေးနှုန်းများ တိုးမြှင့်ပေးလာနိုင်စေရန်။

၄။ မူလစာချုပ်ပါ “အငှားချထားသူ၏တာဝန်” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၄ (ဆ) ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၄(ဆ)။ဆန်စပါး၊ ပဲမျိုးစုံ၊ဂုန်လျှော်စသော ကောက်ပဲသီးနှံများ၊ စက်မှုသီးနှံများ တိုးချဲ့စိုက်ပျိုးနိုင်ရေးနှင့် အထွက်နှုန်းတိုးရေးအား “အငှားချထားခြင်းခံရသူ” မှ စီစဉ်ဆောင်ရွက်၍ စိုက်ပျိုးရေးဦးစီးဌာနမှ အကူအညီပေးရမည်။

၅။ မူလစာချုပ်ပါ “အငှားချထားခြင်းခံရသူ၏တာဝန်” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၅ (ည) ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

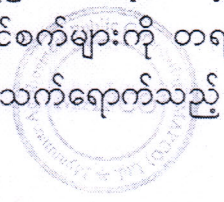
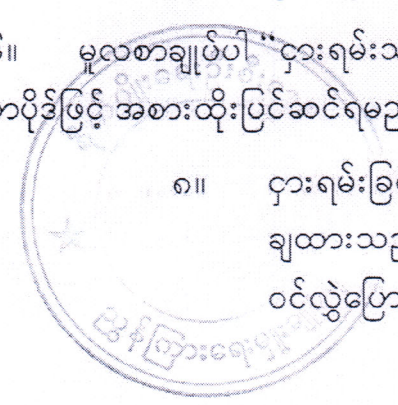
၅(ည)။“အငှားချထားခြင်းခံရသူ” သည် လယ်ယာစိုက်ပျိုးရေးနှင့် မွေးမြူရေးအခြေခံစက်မှု လုပ်ငန်းများ၊ တန်ဘိုးမြင့် လုပ်ငန်းများကို တိုးချဲ့လုပ်ကိုင်ရာတွင် လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၏ ခွင့်ပြုချက်ရယူပြီး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆောင်ရွက်ရမည်။

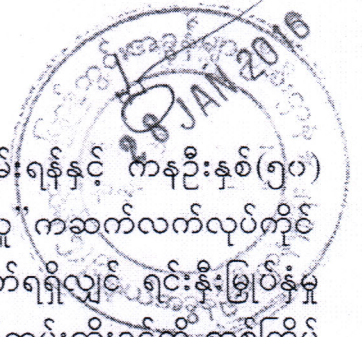
၅။ မူလစာချုပ်အပိုဒ် ၅(ဋ) ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၅(ဋ)။ “အငှားချထားခြင်းခံရသူ” သည် မိမိငှားရမ်းထားသည့် မြေဧရိယာပေါ်ရှိ စက်ရုံ၊ အဆောက်အဦ၊ စက်ကိရိယာများ အားလုံးဖြစ်စေ၊ တစ်စိတ်တစ်ပိုင်းဖြစ်စေ ထပ်မံ၍ လွှဲပြောင်းခြင်း၊ ငှားရမ်းခြင်း၊ ရောင်းချခြင်းမပြုလုပ်ရန် အာမခံရမည်။ သို့ရာတွင် ငှားရမ်းထားသည့် မြေဧရိယာပေါ်တွင် မြေနေရာ အလွတ်ပေါ်၌ လယ်ယာစိုက်ပျိုးရေး အခြေခံစက်ရုံများ၊ လယ်ယာပို့ကုန် တန်ဘိုးမြင့်စက်ရုံများ တည်ဆောက်ရင်းနှီးမြှုပ်နှံဆောင်ရွက်လိုပါက လယ်ယာစိုက်ပျိုးရေးနှင့် ဆည်မြောင်းဝန်ကြီးဌာန၏ ခွင့်ပြုချက်ရယူဆောင်ရွက်ရမည်။

၆။ မူလစာချုပ်ပါ “ငှားရမ်းသည့်ကာလ” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၈ ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၈။ ငှားရမ်းခြင်းကာလသည် မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အငှားချထားသည့် စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ တပ်ဆင်စက်များကို တရားဝင်လွှဲပြောင်း ပေးအပ်သည့် (မူလစာချုပ် စတင် အကျိုးသက်ရောက်သည့်





၁.၁၀.၂၀၁၄) နေ့မှစ၍ ကနဦး နှစ် (၅၀) ငှားရမ်းရန်နှင့် ကနဦးနှစ်(၅၀) သက်တမ်းကုန်ဆုံးပြီးနောက် “အငှားချထားခြင်းခံရသူ” ကဆက်လက်လုပ်ကိုင် လိုသည့်အခါ “အငှားချထားသူ” မှ သဘောတူညီချက်ရရှိလျှင် ရင်းနှီးမြှုပ်နှံမှု ပမာဏနှင့် လုပ်ငန်းအမျိုးအစားပေါ် မူတည်၍ သက်တမ်းတိုးခွင့်ကို တစ်ကြိမ် လျှင် (၁၀) နှစ်ဖြင့် နှစ်ကြိမ် တိုးမြှင့်နိုင်သည်။

၇။ မူလစာချုပ်ပါ “စာချုပ်သက်တမ်းတိုးခြင်း” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၁၀(ခ)ကို ပယ်ဖျက် ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၁၀(ခ)။ “အငှားချထားခြင်းခံရသူ” က ကနဦး နှစ်(၅၀) ငှားရမ်း ကာလပြည့်မြောက်ပြီး ဆက်လက် ငှားရမ်းလိုပါက ကြိုတင်၍ ထပ်မံငှားရမ်းမည့်ကာလအတွက် ငှားရမ်းခနှုန်းထားကို နှစ်ဦးနှစ်ဖက်ညှိနှိုင်းသတ်မှတ်ကာ “အငှားချထားသူ” က သဘောတူလျှင် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အတည်ပြုချက် ရယူပြီး စာချုပ်သက်တမ်းကို တိုးမြှင့်နိုင်သည်။

၈။ မူလစာချုပ်ပါ “စာချုပ်ရပ်စဲခြင်း” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၁၂(ဂ)ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးပြင်ဆင်ရမည်-

၁၂(ဂ)။ စာချုပ်သက်တမ်း ကုန်ဆုံး၍ ဤလုပ်ငန်းစာရင်း အားလုံး အကြေအလည် ရှင်းလင်းပြီးပါက ငှားရမ်းထားသော စက်ရုံ၊ မြေနှင့် အဆောက်အဦများ၊ လည်ပတ်နိုင်သည့်စက်များ၊ မလည်ပတ်နိုင်သည့် စက်များ၊ မော်တော်ယာဉ်များ အားလုံးသည် စိုက်ပျိုးရေးဦးစီးဌာန၏ ပိုင်ဆိုင်မှုသို့ ပြန်လည်ရောက်ရှိစေရ မည်။

၉။ မူလစာချုပ်ပါ “အကြောင်းကြားစာ” ခေါင်းစဉ်အောက်ရှိ အပိုဒ် ၂၄ (က) ကို ပယ်ဖျက်ပြီး အောက်ပါစာပိုဒ်ဖြင့် အစားထိုးရမည်-

၂၄။ (က) အငှားချထားသူ

(၁) အမည်- ဦးကျော်ရွှေ

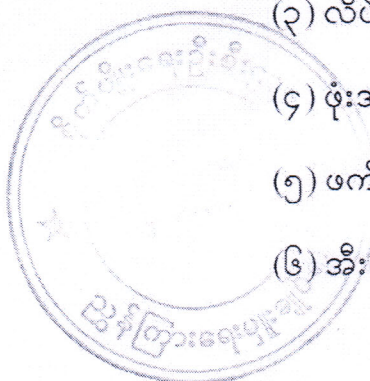
(၂) ရာထူး- ညွှန်ကြားရေးမှူးချုပ်

(၃) လိပ်စာ- စိုက်ပျိုးရေးဦးစီးဌာန၊ ရုံးအမှတ်(၅၀)၊ နေပြည်တော်။

(၄) ဖုန်းအမှတ်- ၀၆၇-၄၃၁၁၁၀

(၅) ဖက်(စ်)အမှတ်- ၀၆၇-၄၃၁၁၁၅

(၆) အီးမေးလ်အမှတ်- miedemoai@gmail.com





၁၀။ ဤပြင်ဆင်ချက်စာချုပ်သည် နှစ်ဖက်စာချုပ်ဝင်များ လက်မှတ်ရေးထိုးချုပ်ဆိုသည့်နေ့မှ စတင်၍ အကျိုးသက်ရောက်မှုရှိစေရမည်။

၁၁။ ဤပြင်ဆင်ချက်စာချုပ်ပါ စည်းကမ်းချက်များမှအပ မူလစာချုပ်ပါ ကျန်စည်းကမ်းချက် အားလုံးသည် ပြောင်းလဲခြင်းမရှိဘဲ နဂိုမူလအတိုင်း အကျိုးသက်ရောက်မှု ရှိစေရမည်။

၁၂။ ဤပြင်ဆင်ချက်စာချုပ်သည် မူလစာချုပ်၏ တစ်စိတ်တစ်ဒေသဖြစ်စေရမည်။

၁၃။ အကယ်၍ ဤပြင်ဆင်ချက်စာချုပ်ပါ စည်းကမ်းချက်များသည် မူလစာချုပ်ပါ စည်းကမ်းချက် များနှင့် ကွဲလွဲခဲ့ပါက (သို့မဟုတ်) မညီမညွတ်ဖြစ်ခဲ့ပါက ဤပြင်ဆင်ချက်စာချုပ်ပါ စည်းကမ်းချက် များက လွှမ်းမိုးရမည်။

ဤပြင်ဆင်ချက် သဘောတူစာချုပ်ကို စာချုပ်ဝင် နှစ်ဦးနှစ်ဖက်မှ ကောင်းစွာဖတ်ရှု နားလည် သဘောပေါက်ပါသဖြင့် ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ (၂၈) ရက်နေ့၌ အောက်ပါအသိသက်သေ လူကြီးမင်းများ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးချုပ်ဆိုကြပါသည်။

အငှားချထားသူ (ကိုယ်စား)

ဦးကျော်ရွှေ

ညွှန်ကြားရေးမှူးချုပ်

စိုက်ပျိုးရေးဦးစီးဌာန

လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန

အငှားချထားခြင်းခံရသူ (ကိုယ်စား)

ဦးရဲမင်းအောင်

အုပ်ချုပ်မှုဒါရိုက်တာ

Myanmar Agribusiness Public

Corporation Limited. (MAPCO)

အသိသက်သေများ

ဦးဖဲဆောင်

ညွှန်ကြားရေးမှူး

စိုက်ပျိုးရေးဦးစီးဌာန

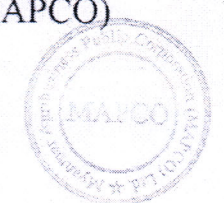
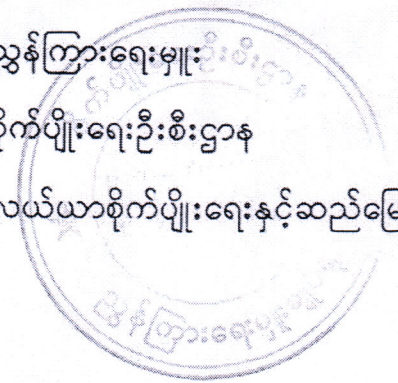
လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန

ဒေါ်ဟန်စုရင်

အထွေထွေမန်နေဂျာ(နေပြည်တော်ဆန်စက်)

Myanmar Agribusiness Public

Corporation Limited. (MAPCO)

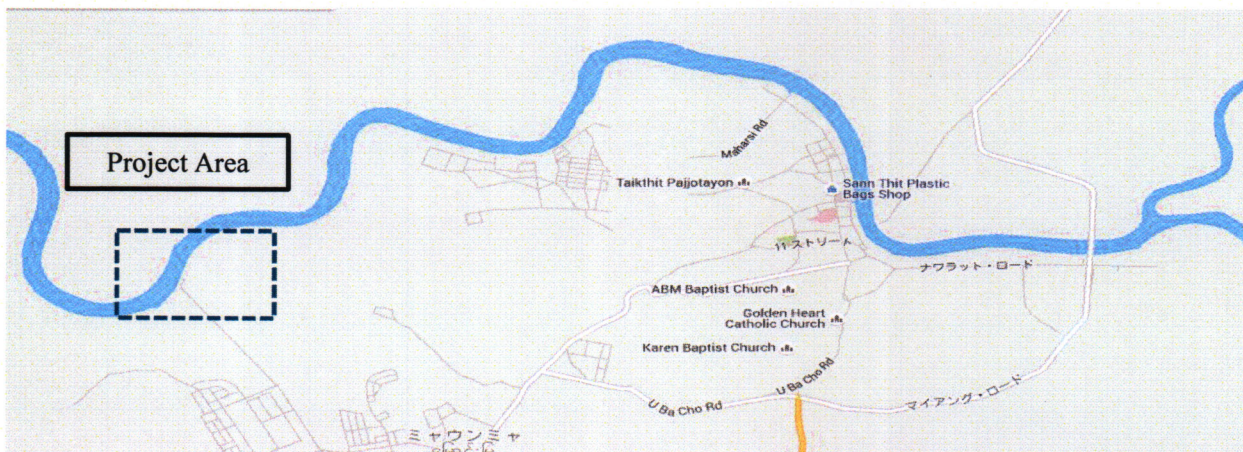


APPENDIX 2

Map of the Land

LAND

Myaungmya district, Ayeyarwady Region, Republic of the Union of Myanmar



【Location of land】

East longitude 16° 53'6", North latitude 16° 35'49"

Danone Choung Village Group, No. 22, Musoe Field, MyaunMya District

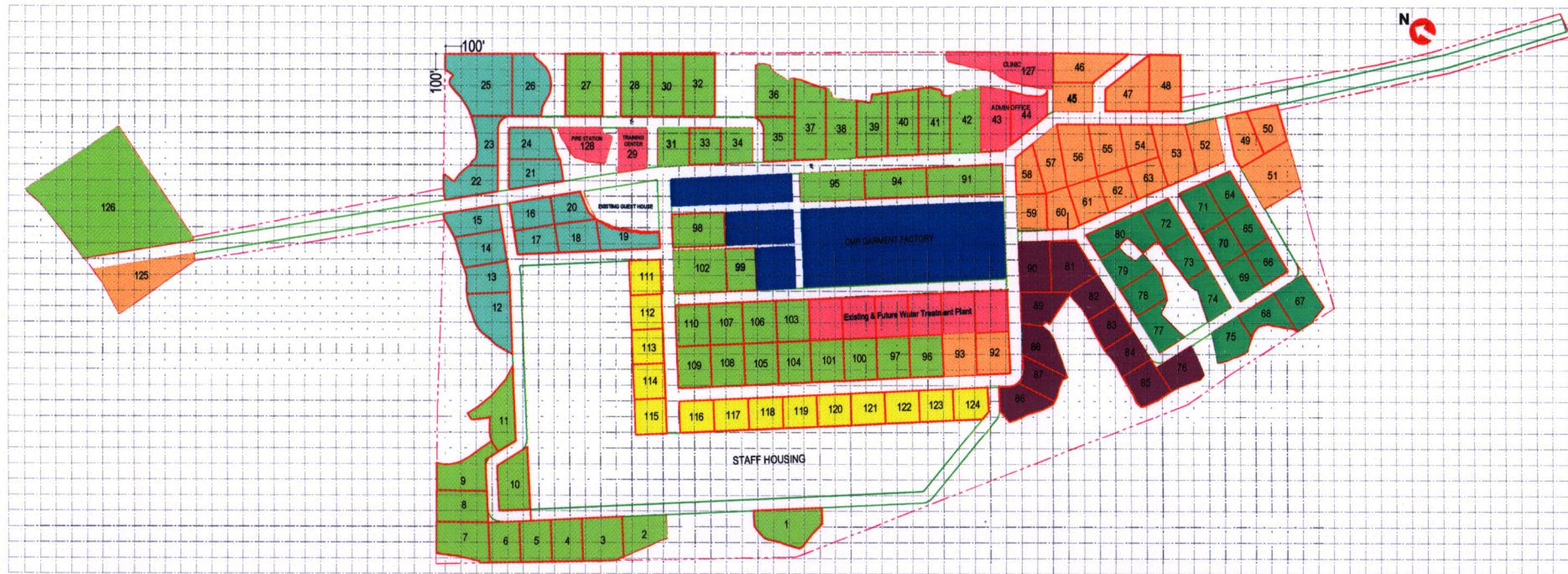
Land Owner:

Myanmar Agribusiness Public Corporation Ltd (MAPCO)

APPENDIX 3

Identification of the Project Land

Agriculture and Livestock, Industrial Zone (Myaung Mya)




LAND LOT PLAN
LAND AREA
DRIVE WAY AREA
NOS OF LOT

- 14,580,403 SQ.FT (334.72 ACRES)
- 2475459 SQ.FT (56.83 ACRES)
- 128 nos.

Administration & Service Utilities	7.601 acre	5 Plots
Integrated Rice Complex Project	78.54 acre	45 Plots
Bean, Corn & Sesame Processing Factories	13.179 acre	11 Plots
Fishery Cold Storage & Processing Factories	21.264 acre	15 Plots
Agro - Industries	14.167 acre	14 Plots
Wood-Based, Pulp & Paper Mill	17.948 acre	16 Plots
CMP Garment Factory	21.66 acre	Existing Area
Logistic & Transportation Area and Oil Depot	30.037 acre	22 Plots

Total

204.39 acre 128 Plots

Drawing Title; Conceptual Layout Plan	Project Title; Myaung Mya Industrial Zone	Draw By	ZNMH	 Myanmar Agribusiness Public Corporation MAPCO Building, No.100, Warden and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (Port) Tsp, Myanmar. Tel : (+95-1) 230 1652 ~ 53 Fax : (+95-1) 230 1653 Website : www.mapco.com.mm Email: bod@mapco-ygn.com
		Checked By	U Win Htut	
		Approved By	U Kyin Swe	
Drawing no. : 001/2017	Sheet no. : A-001	Date : 24.2.2017	Scale : As Shown	

APPENDIX 4

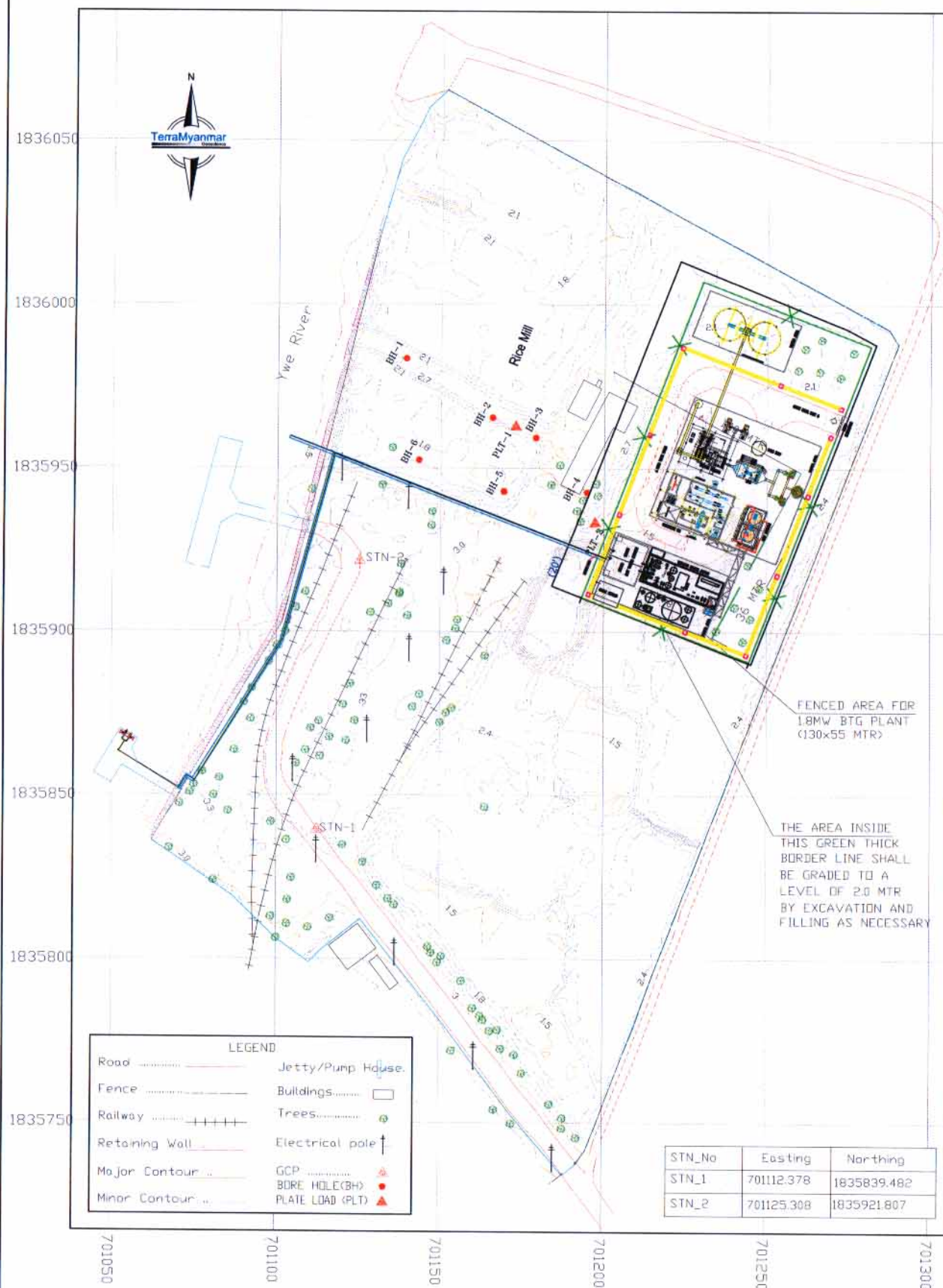
Pre-Operation Lessor Works

1. Constructing a rice mill factory on the Land, which is capable of generating not less than 32 tonnes of rice husk per day.
2. Constructing a storage facility on the adjacent land to the Project Land, which shall have the capacity to store 21 days' worth of the rice husk generated by the rice mill factory and is able to sufficiently protect the rice husk from being exposed to rain, moist or other substances that may affect the quality of the rice husk.
3. Installing power transmission lines within the Land to which the Power Plant will connect and provide the electric power generated by the Power Plant.
4. Building a fence around the Plots 125 and 126 indicated in the Map of the Land in APPENDIX 3.

LAND PHOTOS



Topographic Map of Rice Mill & Husk Fired Power Plant Project (Myaung Mya - MAPCD)

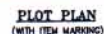
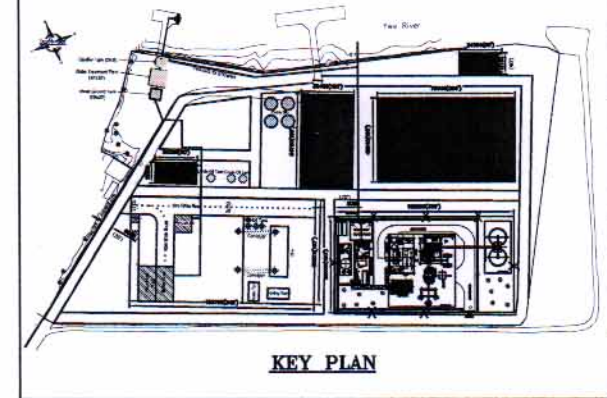


Surveyed Date	8 - Nov - 2016
Location	Myaung Mya
Contour Interval	0.3 Meter



Coordinate System : UTM46N , WGS84 Datum

TerraMyanmar <small>Surveying and Geomatics Solutions Provider</small> <small>1st. Floor, 10th/11th Street, 10th/11th Street, 10th/11th Street</small>	
Area (Sq Meter)	39152.054
Area (Acre)	9.676

[illegible]

PROJECT			1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT, MYAUNG MYA, MYANMAR		
OWNER			MAPCO		
EPC CONTRACTOR			FUJITA CORPORATION		
EPC-SUB CONTRACTOR			BTIT ENGINEERING SOLUTION PVT. LTD.		
TITLE			PLOT PLAN WITH STORAGE SILO FOR RICE HUSK		
SCALE: - 1:200			CAD REF: -		
APPD./DT.			DRAWING NO. -		
CHD./DT.			REV.		
DRM./DT.			00		

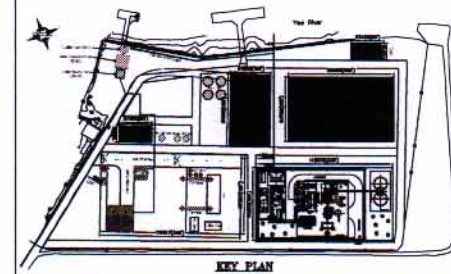
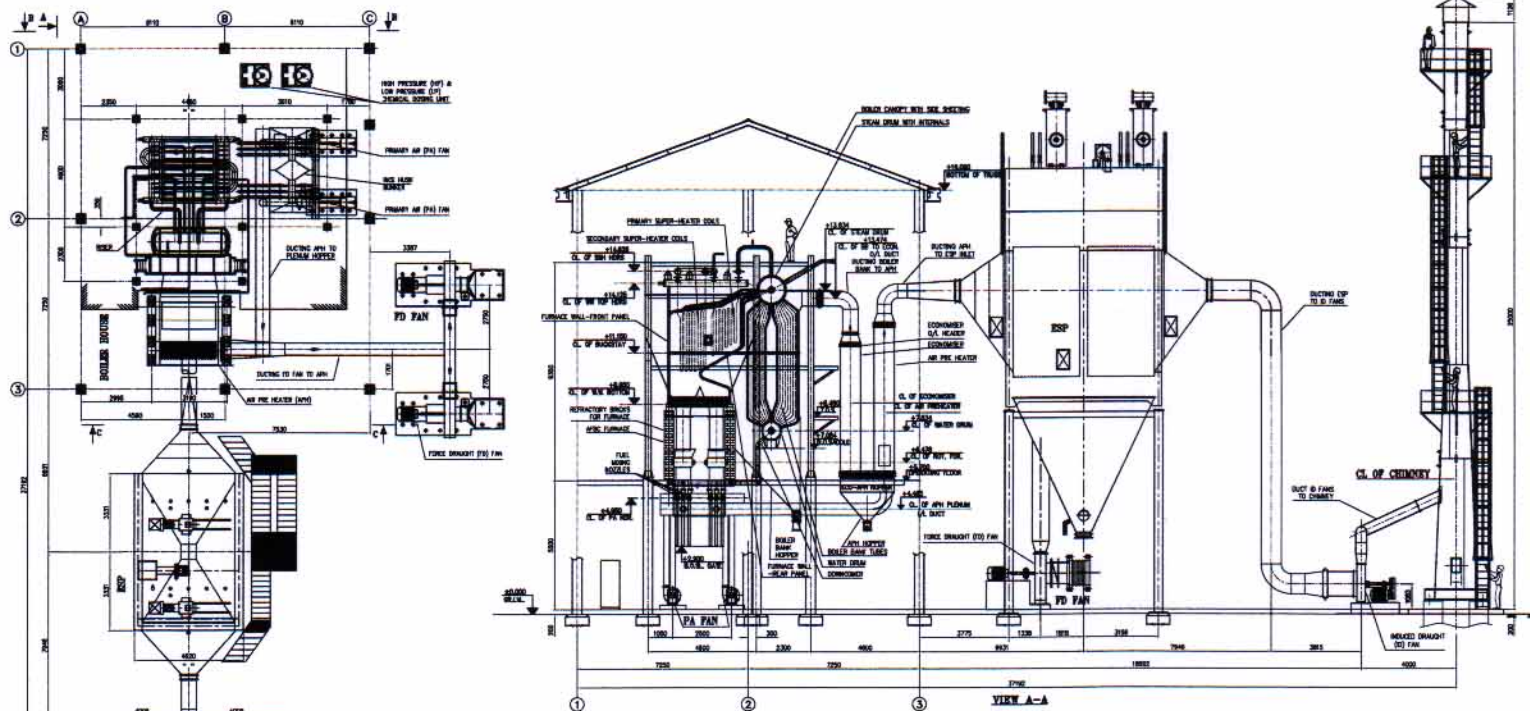
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REV	ZONE	BY/DT	CHG/DT	WPPD/DT	DESCRIPTION	REV	ZONE	BY/DT	CHG/DT	WPPD/DT	DESCRIPTION	REV	ZONE	BY/DT	CHG/DT	WPPD/DT	DESCRIPTION
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MECHANICAL						DRN./DT. S.M 14.08.2017

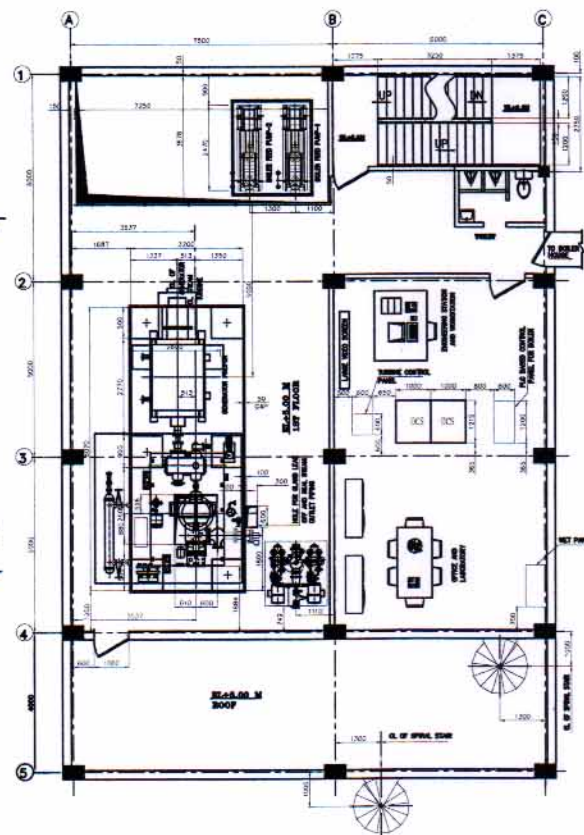
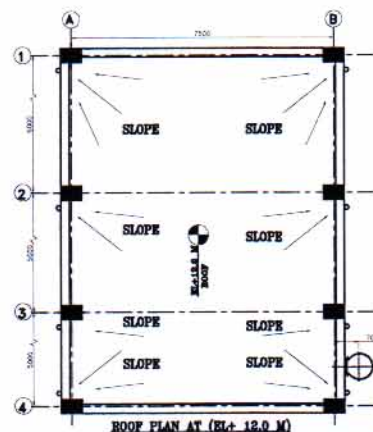


BTIT ENGINEERING SOLUTION
PVT. LTD.

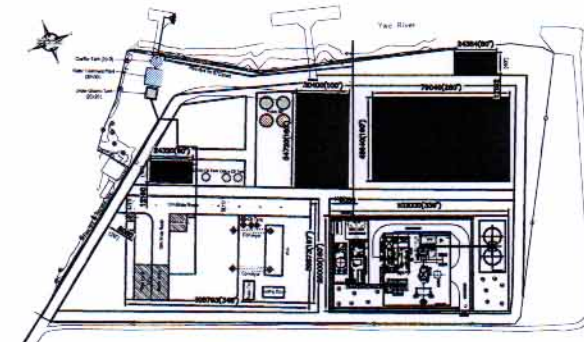
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REV.	ZONE	BY/DT	CHK/DT	APP/DT	DESCRIPTION	REV.	ZONE	BY/DT	CHK/DT	APP/DT	DESCRIPTION	REV.	ZONE	BY/DT	CHK/DT	APP/DT	DESCRIPTION	DESIGNED	DRAWN	CHECKED	APPROVAL	REV.	DATE
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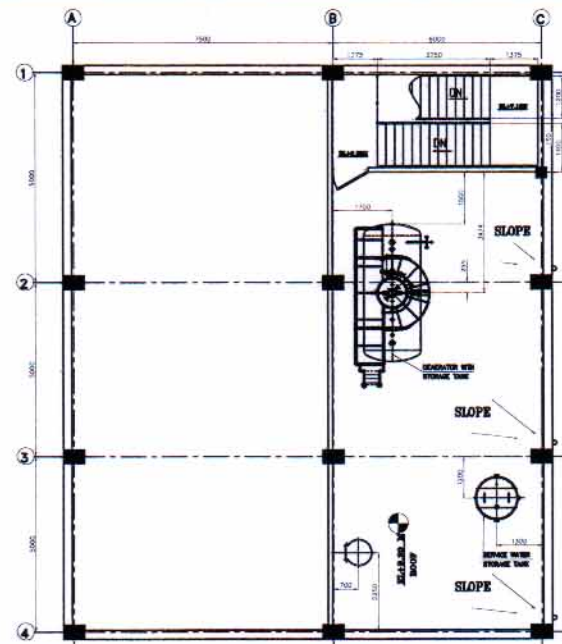
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OWNER	MAPCO
EPC CONTRACTOR	FUJITA CORPORATION
EPC-SUB CONTRACTOR	BTIT ENGINEERING SOLUTION PVT. LTD.
TITLE	LAYOUT OF BOILER HOUSE & AUXILIARY (PLAN & ELEVATION)
SCALE: -	1:75
APPD./DT.	S.C.B.
CHD./DT.	14.06.2017
DRN./DT.	14.06.2017
CAD REF.:-	DRAWING NO.:-
	BTIT/1.8MW/BTG/BHA/01
REV.	00



FIRST FLOOR PLAN AT (EL+ 5.00 M)



KEY PLAN



ROOF PLAN AT (EL+ 9.20 M)

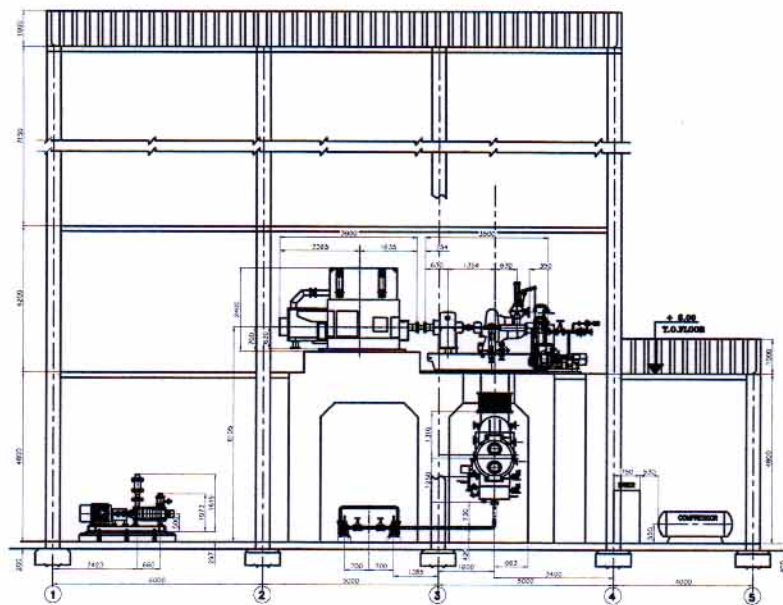
BTIT ENGINEERING SOLUTION
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BVT ENGINEERING SOLUTION PVT. LTD.

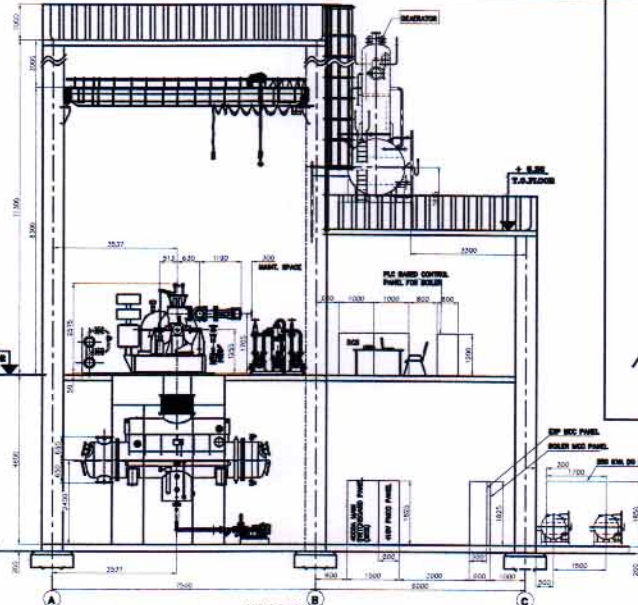
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RELEASE STATUS		DATE	SIGNATURE
REVIEWED	PRELIMINARY		
	FOR TENDER ONLY		
	FOR CONSTRUCTION	0000	00
	ARCHITECTURAL	000	00
	CIVIL & STRUCTURAL	000	00
	ELECTRICAL	000	00
	MECHANICAL	000	00

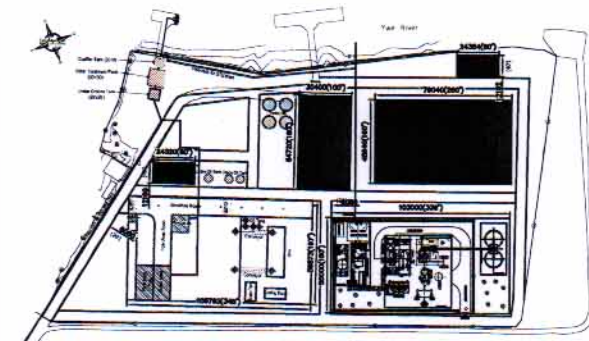
PROJECT		1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT, MYTAGING MYA, MYINGMAR	
OWNER		MAPCO	
EPC CONTRACTOR		FUJITA CORPORATION	
EPC-SUB CONTRACTOR		BTIT ENGINEERING SOLUTION PVT. LTD.	
TITLE		LAYOUT OF TG BUILDING (PLAN)	
SCALE:- 1:50		CAD REF:-	
APPRO./DT.		DRAWING NO.-	REV.
CHD/DT.	H.C.B. 20.06.2017	BTIT/1.8MW/BTG/TGBLD/01	00
DRN./DT.	S.V. 20.06.2017		



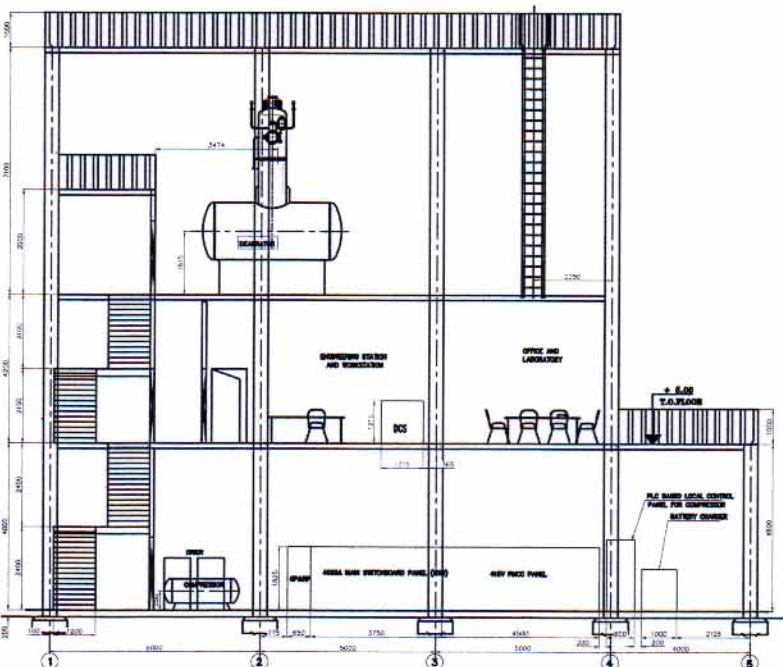
VIEW A-A



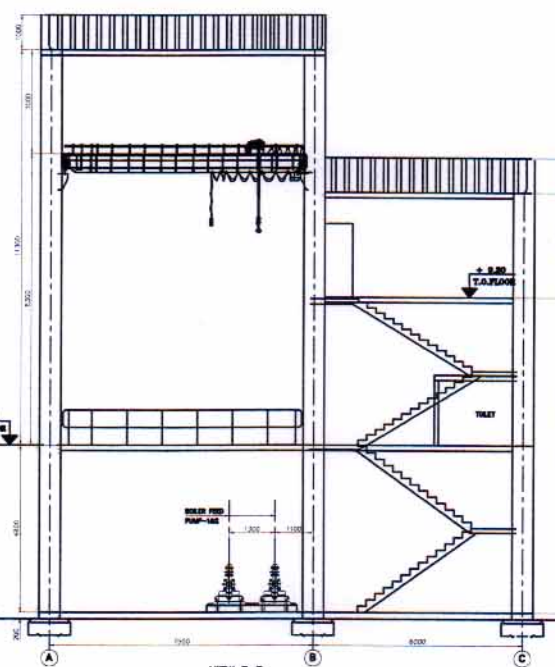
VIEW D-D



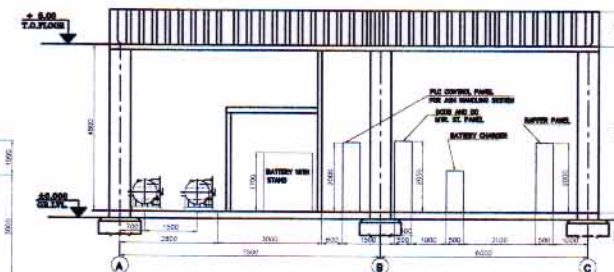
KEY PLAN



VIEW B-B



VIEW E-E



VIEW C-C

FOR TENDER PURPOSE

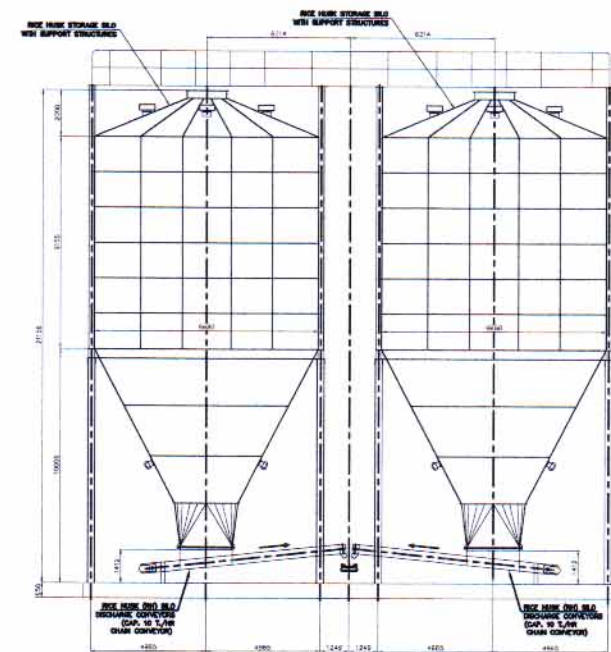
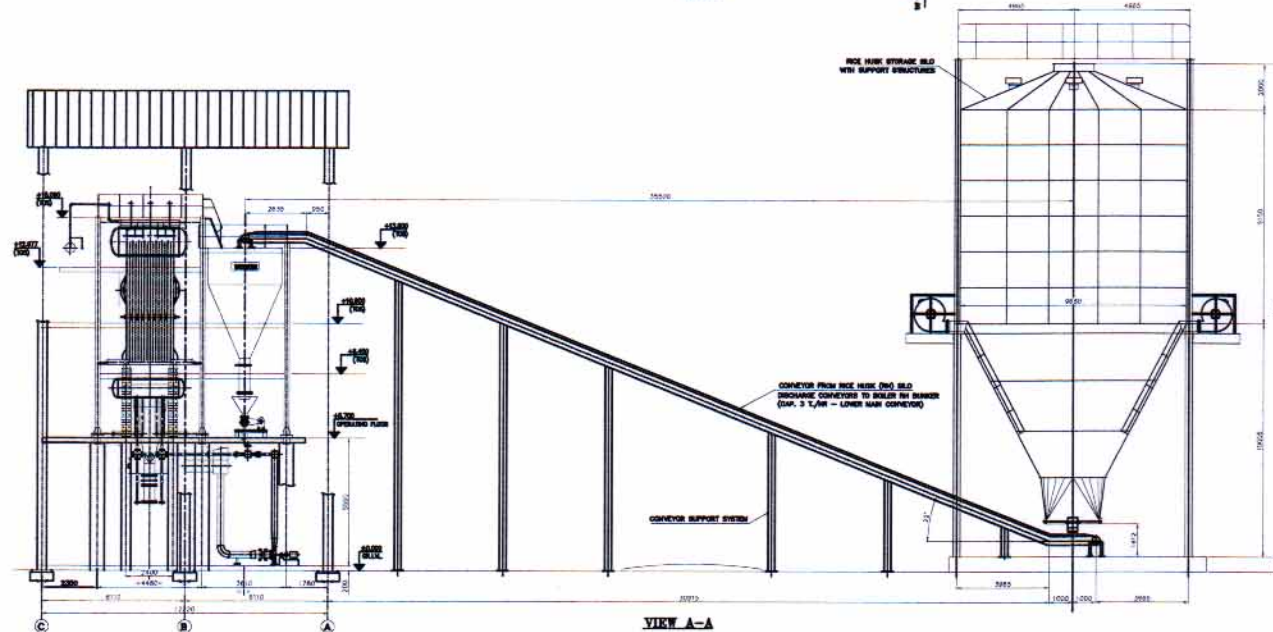
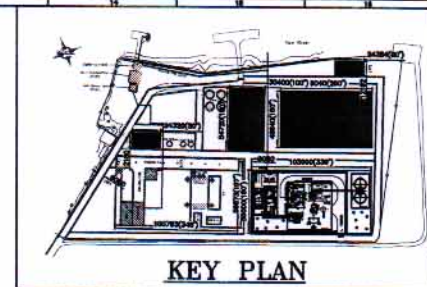
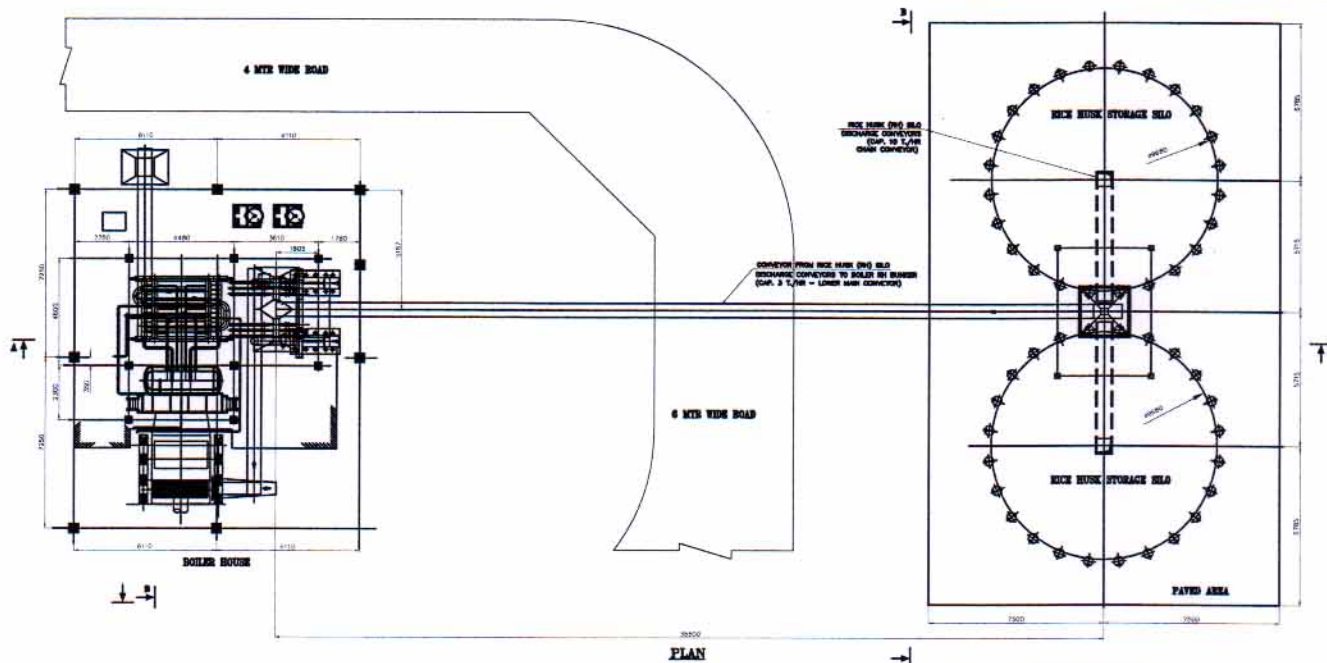
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REV.	ZONE	DATE	CHKD BY	APPD BY	REVISION	DESCRIPTION	REV.	ZONE	DATE	CHKD BY	APPD BY	REVISION	DESCRIPTION	DESIGNED	DRAWN	CHECKED	APPROV.	REV.	DATE

RELEASE STATUS	DATE	SIGNATURE
PRELIMINARY		
FOR TENDER ONLY		
FOR CONSTRUCTION		
ARCHITECTURAL		
CIVIL & STRUCTURAL		
ELECTRICAL		
MECHANICAL		

PROJECT	1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT, MYAUNG MYA, MYANMAR
OWNER	MAPCO
EPC CONTRACTOR	FUJITA CORPORATION
EPC-SUB CONTRACTOR	BITT ENGINEERING SOLUTION PVT. LTD.
TITLE	LAYOUT OF TG BUILDING (ELEVATION)
SCALE:-	1:50
APPD./DT.	20.06.2017
CHKD./DT.	20.06.2017
DRN./DT.	20.06.2017
CAD REF.:-	
DRAWING NO.:-	BITT/1.8MW/BTG/TGBLD/02
REV.	00



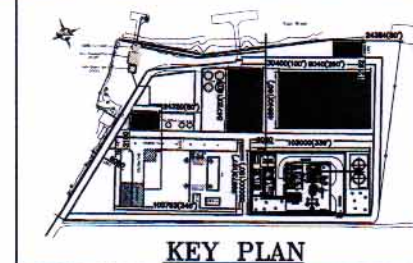
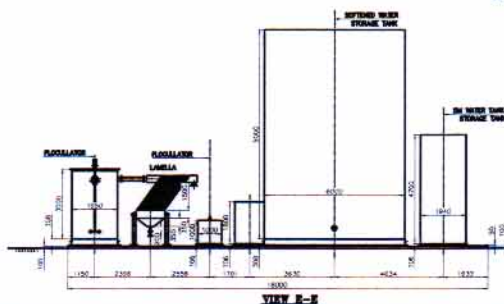
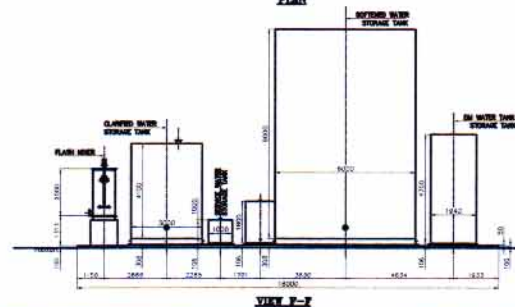
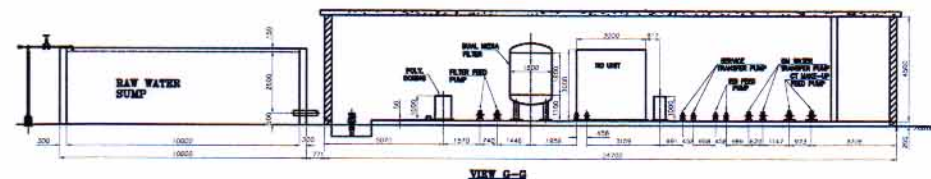
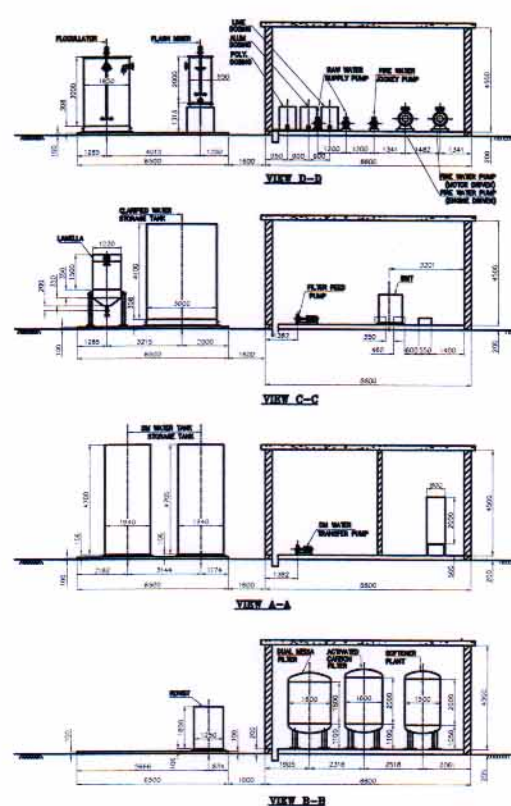
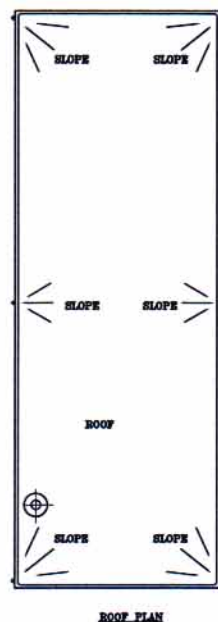
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ENGINEERS PROMOTED AND LICENSED FROM
BITT ENGINEERING SOLUTION PVT. LTD.

REV.	DATE	BY	CHKD.	APPD.	DESCRIPTION
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100	21.06.2017	U.B.	U.B.	U.B.	CONVEYER SUPPORT SYSTEM

DESIGN STATUS	DATE	SIGNATURE
PRELIMINARY		
FOR TENDER ONLY		
FOR CONSTRUCTION		
ARCHITECTURAL		
CIVIL & STRUCTURAL		
ELECTRICAL		
MECHANICAL		
MECHANICAL		

PROJECT	1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT, MYAUNG MYA, MYANMAR
OWNER	MAPCO
EPC CONTRACTOR	FUJITA CORPORATION
EPC-SUB CONTRACTOR	BITT ENGINEERING SOLUTION PVT. LTD.
TITLE	EQUIPMENT LAYOUT FOR RICE HUSK HANDLING SYSTEM
SCALE:-	1:75
APPRO. DATE	21.06.2017
CHKD. DATE	21.06.2017
DRN. DATE	21.06.2017
CAD REF.:-	
DRAWING NO.:-	BTIT/1.8MW/BTG/RHHS/01
REV.	00



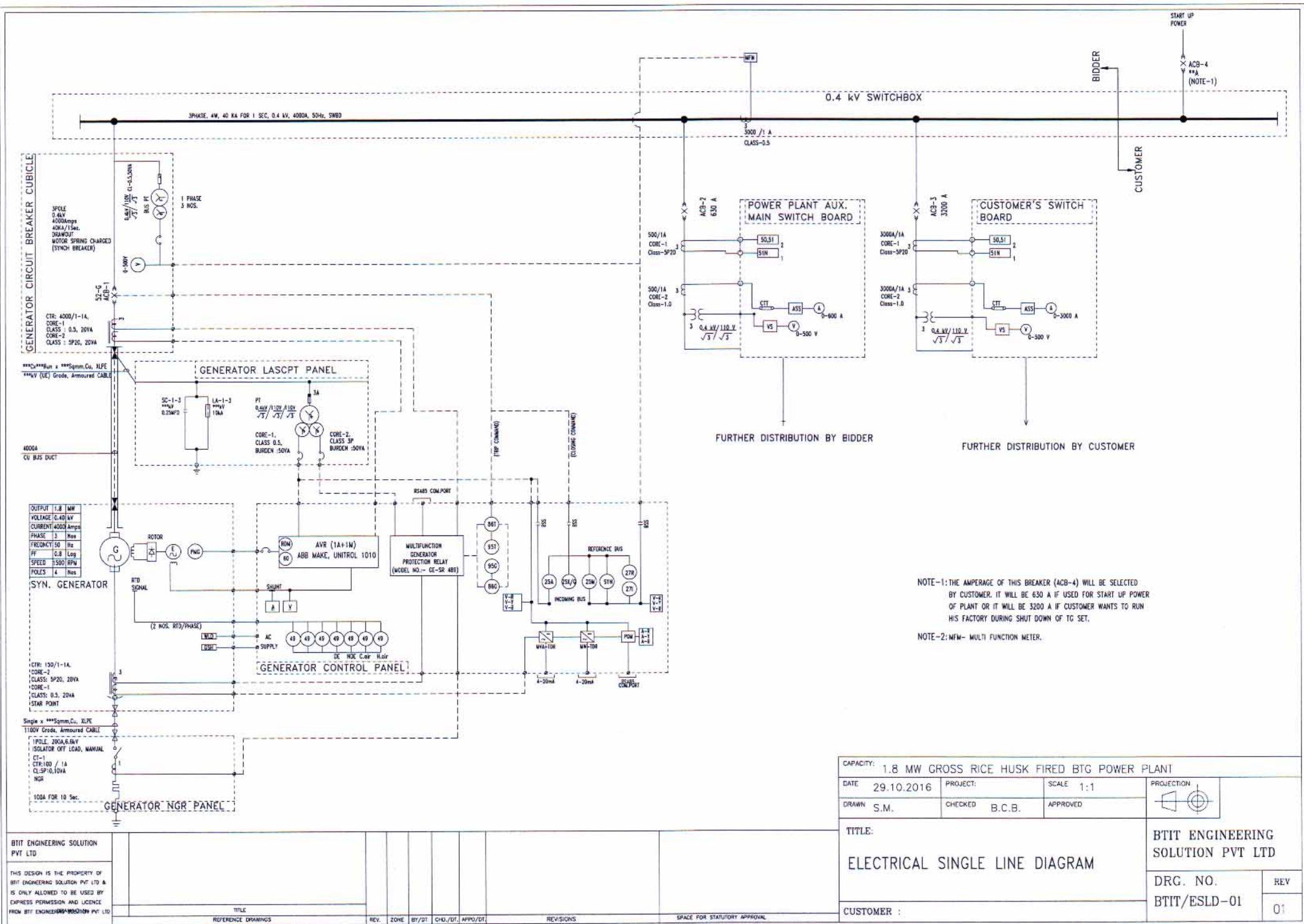
**BITT ENGINEERING SOLUTIONS
PVT. LTD.**

THIS DESIGN IS THE PROPERTY OF
STIT ENGINEERING SOLUTION PVT. LTD.
AND IS ONLY ALLOWED TO BE USED BY
EXPRESS PERMISSION AND LICENCE FROM
STIT ENGINEERING SOLUTION PVT. LTD.

[illegible]

RELEASE STATUS		DATE	SIGNATURE
REVIEWED	PRELIMINARY		
	FOR TENDER ONLY		
	FOR CONSTRUCTION	0000	00
	ARCHITECTURAL	000	00
	CIVIL & STRUCTURAL	000	00
	ELECTRICAL	000	00
	INSTRUMENTATION	000	00
	MEDICAL	000	00

PROJECT	1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT, MYAUNG MYA, MYANMAR		
OWNER	MAPCO		
EPC CONTRACTOR	FUJITA CORPORATION		
EPC-SUB CONTRACTOR	BTIT ENGINEERING SOLUTION PVT. LTD		
TITLE	LAYOUT OF WATER TREATMENT PLANT		
SCALE:-	1:75	CAD REF:-	
APPD./DT.	****	DRAWING NO.-	REV.
CHK./DT.	8.8.8 07.06.2017	BTIT/1.8MW/BTG/WTP/01	00
DRN./DT.	8.8 07.04.2017		

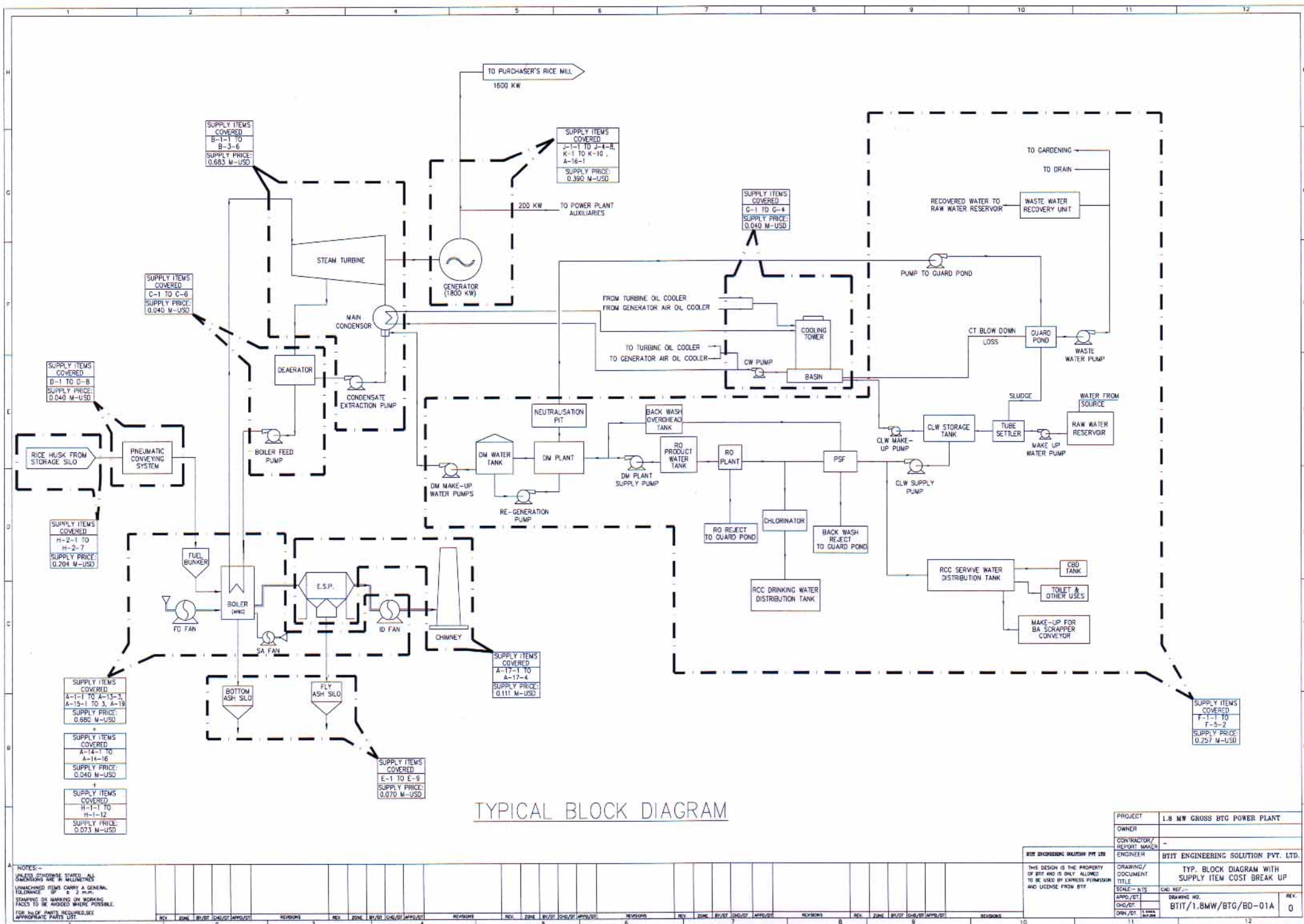


BTIT ENGINEERING SOLUTION PVT LTD

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TITLE		REV.	ZONE	BY/DT	CHKD./DT.	APPRO/DT.	REVISIONS	SPACE FOR STATUTORY APPROVAL
REFERENCE DRAWINGS								

CAPACITY: 1.8 MW GROSS RICE HUSK FIRED BTG POWER PLANT			
DATE	29.10.2016	PROJECT:	SCALE 1:1
DRAWN	S.M.	CHECKED	B.C.B.
TITLE:		PROJECTION	
ELECTRICAL SINGLE LINE DIAGRAM		BTIT ENGINEERING SOLUTION PVT LTD	
CUSTOMER :		DRG. NO.	REV
		BTIT/ESLD-01	01

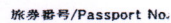


先 航 渡

A 10x10 grid of dots forming a stylized drawing of a person with arms raised in a 'V' shape. The figure is composed of black dots on a white background. The head is a small circle of 5 dots. The torso is a vertical line of 3 dots. The arms are raised and spread out, forming a large 'V' shape. The legs are represented by two short vertical lines at the bottom.



発行国/Issuing country



P

JPN

名/Given name
SHOICHI

<p> <input type="checkbox"/> Gender <input type="checkbox"/> Age <input type="checkbox"/> Marital Status <input type="checkbox"/> Ethnicity <input type="checkbox"/> Religion <input type="checkbox"/> Education <input type="checkbox"/> Occupation <input type="checkbox"/> Income <input type="checkbox"/> Health Status <input type="checkbox"/> Family Size <input type="checkbox"/> Home Ownership <input type="checkbox"/> Travel History <input type="checkbox"/> Language Proficiency <input type="checkbox"/> Political Affiliation <input type="checkbox"/> Volunteer Experience <input type="checkbox"/> Employment History <input type="checkbox"/> Academic Achievements <input type="checkbox"/> Professional Certifications <input type="checkbox"/> Skills <input type="checkbox"/> Interests <input type="checkbox"/> Hobbies <input type="checkbox"/> Personal Values <input type="checkbox"/> Life Goals <input type="checkbox"/> Relationship Status <input type="checkbox"/> Parental Status <input type="checkbox"/> Childcare Arrangements <input type="checkbox"/> Elder Care <input type="checkbox"/> Financial Situation <input type="checkbox"/> Insurance Coverage <input type="checkbox"/> Legal Status <input type="checkbox"/> Immigration Status <input type="checkbox"/> Visa Status <input type="checkbox"/> Travel Restrictions <input type="checkbox"/> Health Insurance <input type="checkbox"/> Life Insurance <input type="checkbox"/> Disability Status <input type="checkbox"/> Chronic Conditions <input type="checkbox"/> Mental Health <input type="checkbox"/> Substance Use <input type="checkbox"/> Tobacco Use <input type="checkbox"/> Alcohol Consumption <input type="checkbox"/> Drug Use <input type="checkbox"/> Sexual Orientation <input type="checkbox"/> Gender Identity <input type="checkbox"/> Sexual Activity <input type="checkbox"/> Contraception <input type="checkbox"/> Pregnancy Status <input type="checkbox"/> Childbirth History <input type="checkbox"/> Infant Care <input 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JAPAN

性別/Sex

M

生年月日/Date of birth
10 AUG 1968

本 籍/Registered Domicile

KYOTO

発行年月日/Date of issue

所持人自署/Signature of bearer

29 OCT 2008

有効期間満了日/Date of expiry

29 OCT. 2018

発行官庁/Authority
MINISTRY OF
FOREIGN AFFAIRS

井上 祥一

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နိုင်ငံသားစိစစ်ရေးကတ်ပြား



၁၂ / တမန (နိုင်) ဝေဇဌတ

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စောင့်ရှောက်ရေး

နိုင်ငံသား

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စောင့်ရှောက်ရေး

နိုင်ငံသား

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စောင့်ရှောက်ရေး

နိုင်ငံသား

နိုင်ငံသားစိစစ်ရေးကတ်ပြား

၁၂ / တမန (နိုင်) ဝေဇဌတ

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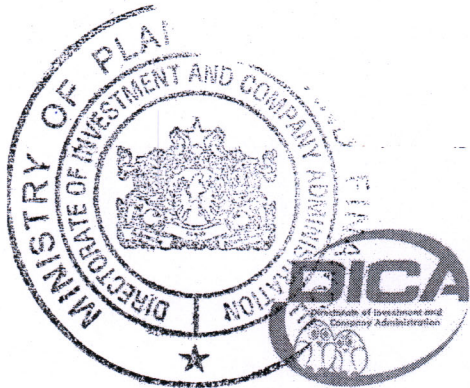
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စောင့်ရှောက်ရေး

နိုင်ငံသား



The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No:DICA-10 / 1 / 2017 (06562)


Dated 19th June, 2017.

To

Mr. Inoue Shoichi
Director,
Myaung Mya FM Biomass Power Co., Ltd.
Danone Chaung Taung Village, No. 22, Motesoe Field,
Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region.

Subject: Certificate of Incorporation and Form of Permit Issued.

1. Upon the application of **Myaung Mya FM Biomass Power Co., Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation and Form of Permit are issued on 13th March, 2017 as Registration and Permit No. 1131 FC / 2016-2017 (YGN) by this office as a Private Company Limited.
2. The purpose of issuance of these Certificates are to enable **Myaung Mya FM Biomass Power Co., Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.


For Director General,
(Nilar Mu - Director)

Copy to

Director General
(Internal Revenue Department.)
Managing Director
(Myanma Foreign Trade Bank.)
Managing Director
(Myanma Investment and Commercial Bank.)
Assistant General Manager
(Myanma Economic Bank)
General Manager
(The All Banks which have obtained
Authorized Dealer License)



THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
CERTIFICATE OF REGISTRATION OF DOCUMENTS

No. 1131 FC of 2016-2017 (YGN)

IN THE MATTER OF MYAUNG MYA FM BIOMASS POWER COMPANY LIMITED.

I do hereby certify that pursuant to the Myanmar Companies Act.

1. Memorandum and Articles of Association.

2. Declaration of Registration of Company.

3. Situation of Registered Office.

4. List of Directors.

5. Legal Version.

6. Certificate of Translation.

Has been this day duly filed and registered in this office.

Have

Dated Yangon, this THIRTEENTH day of MARCH,

Two Thousand and SEVENTEEN.

MEMORANDUM OF FEES PAID

Registering

For.....

Filing

K.


P.

1. Memorandum of Association	.....	.....
2. Articles of Association	.....	.....
3. Notice of situation of registered office and changes therein	.....	.....
4. Return of allotments	.....	.....
5. Annual list of members and summary of share Capital	.....	.....
6. Balance sheet	.....	.....
7. Special or extraordinary resolution	.....	.....
8. Particulars of mortgages and charges	.....	.....
9. Copy of Register of Directors, Managers, or Managing Agents and changes therein	.....	.....
10. Registration Fees	.....	.....

500,000 - 00

Total:

500,000 - 00


For Director General
(Thet Paing - Deputy Director)

Registration CRD

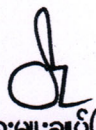
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ၁၁၃၁ အက်ဖ်စီ ၂၀၁၆-၂၀၁၇ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရမြောင်းမြ အက်(ဖ်)အမ် ဘိုင်အို မက်(စ်) ပါဝါ
ကုမ္ပဏီ လီမိတက်အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၇ ခုနှစ်၊မတ်.....လ၊ ၁၃ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။


ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION

NO. 1131 FC of 2016-2017 (YGN)

I hereby certify that MYAUNG MYA FM BIOMASS POWER
COMPANY LIMITEDis this day incorporated
under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Yangon thisTHIRTEENTH.....day
ofMARCH, TWO THOUSAND AND SEVENTEEN.....


For Director General
(Nilar Mu - Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်(၁၃-၃-၂၀၁၇)မှ(၁၂-၃-၂၀၂၂) ရက်နေ့
အထိ (၅)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်းမကုန်ဆုံးမီ (၃)လအလိုတွင်
သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့
လျှောက်ထားရမည်။



ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

**THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE**

**FORM 1
FORM OF PERMIT
(See section 27 A)**

1131 FC / 2016-2017 (YGN)

Permit No.....

13th March 2017

Date

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the **MYAUNG MYA FM BIOMASS POWER COMPANY LIMITED.**

..... in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

- | | |
|---|--|
| (1) Name of the Company | Myaung Mya FM Biomass Power Co., Ltd. |
| (2) Country of incorporation of the company. | The Republic of the Union of Myanmar. |
| (3) Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar. | Danone Chaung Taung Village, No. 22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region. |
| (4) The object for which the company is formed (field of business). | Electricity Generating from Rice Husks. |
| (5) (a) The amount of Capital and the number of shares into which the Capital is divided. | USD 4,990,000 divided into 4,990,000 shares of USD 1 each. |
| (b) If more than one class of shares is authorised, the description of each class. | Only one class. |
| (6) The names, addresses and nationality of the directors. | As per List attached. |
| (7) The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount. | As per conditions attached. |
| (8) Period of validity of permit. | March 13, 2017 to March 12, 2022. |
| (9) Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced. | As per conditions attached. |
| (10) Statement of compliance with such conditions as may be prescribed. | The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company. |

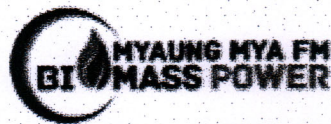
By order


For Director General
(Nilar Mu - Director)

Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform. If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

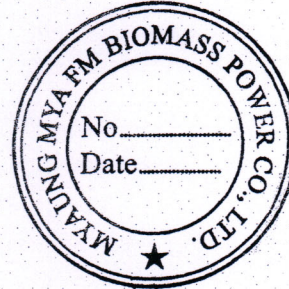
Issued Date:



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-37364

To

Director General
Directorate of Investment and Company Administration,
Ministry of Planning and Finance
No. (1), Thitsar Road, Yankin Township, Yangon Region.
The Republic of the Union of Myanmar.



Dated : 14th June, 2017

Subject : Filing For Company's Form VI & Form XXVI.

Dear Sir,

We are pleased to submit the following documents for and on behalf of the Company's Board of Directors for your further process.

- | | |
|---|-------|
| (1) Minutes of The Board of Directors' Meeting | 1 Set |
| (2) Return of Shares Allotments Form VI | 1 Set |
| (3) Particulars of Directors Form XXVI | 1 Set |
| (4) Cash Receipt Amounting K- 50,000 (Kyat - Fifty Thousand Only) | 1 Set |

Thank you so much for your kind co-operation with us.

Best regards,
Yours truly,

(Mr. Inoue Shoichi)

Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



Registration No. 1131 FC / 2016-2017 (YGN)
(13-3-2017)

Myaung Mya FM Biomass Power Co., Ltd.

Mr. Inoue Shoichi

Managing Director

Myaung Mya FM Biomass Power Co., Ltd.

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ ရန်ကုန်မြို့
ငွေလက်ခံ/ရရှိပြေစာ

004108

ရက်စွဲ၊ ၁၄ - ၆ - ၂၀၁၇



၁။ ကုမ္ပဏီ အမည် (အမည်)၊ (အင်္ဂလိပ်)၊ Myaing Mya FM Biomass Power Co., Ltd.

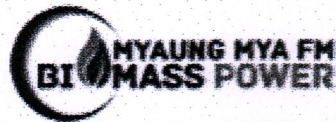
၂။ ငွေပေးသွင်းသည့် အကြောင်းအရာ၊ Form VI, XXVI ငွေလက်ခံပြန်

၃။ ပေးသွင်းမည့်ငွေ (ဂဏန်းဖြင့်)၊ ၅၀၀၀၀/-

၄။ ပေးသွင်းသွင်းပြန် (စာဖြင့်)၊ ၁၀၀၀၀၀/-

ငွေပေးသွင်းသူလက်မှတ်၊ ငွေလက်ခံသူလက်မှတ်

အမည်၊ U Phyo Wai အမည်၊



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-37364

MYAUNG MYA FM BIOMASS POWER COMPANY LIMITED.

MINUTES OF THE BOARD OF DIRECTORS' MEETING

Date : 12th June, 2017

Time : 9:00 AM

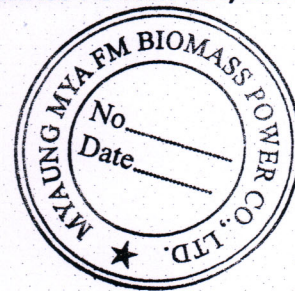
Place : Company Meeting Room

DIRECTORS AND SHAREHOLDERS IN THE MYAUNG MYA FM BIOMASS POWER CO., LTD.: -

(1) Fujita Corporation. (Incorporated in Japan)

Represented By:

- (a) Mr. Inoue Shoichi
- (b) Mr. Saeki Yoshio
- (c) Mr. Ishii Tomohiro



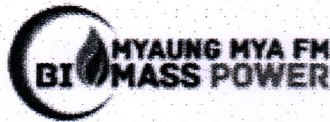
(2) Myanmar Agribusiness Public Corporation (MAPCO) Limited. (Incorporated in Myanmar)

Represented By:

- (a) U Ye Min Aung

DIRECTORS AND SHAREHOLDERS PRESENT IN THE MEETING:

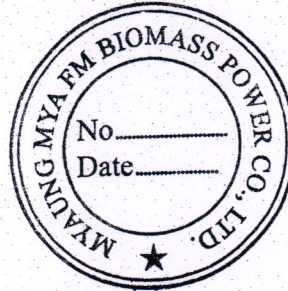
Sr. No.	Name of Shareholders / Directors	Signature
1.	Mr. Inoue Shoichi	井上 祥一
2.	Mr. Saeki Yoshio	佐々木 義雄
3.	Mr. Ishii Tomohiro	石井 友博
4.	U Ye Min Aung	



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-37364

DISCUSSION:

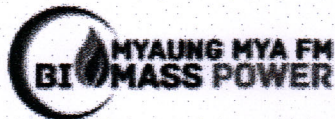
- (1) To elect the Chairman of the meeting
- (2) To allot the Shares to Shareholders
- (3) To set up the Board of Directors
- (4) Conclusion



RESOLUTION:

- (1) All Directors have already elected **Mr. Inoue Shoichi** as a Chairman of the Board of Directors' Meeting.
- (2) All Directors have already agreed to allot the shares to the following Shareholders.

	Nos. of Shares	Per Share Value (US\$)	Shares Value (Fully Paid Up) (US \$)
(1) <u>Fujita Corporation</u> <u>(Incorporated in Japan)</u> Represented By: (a) Mr. Inoue Shoichi (b) Mr. Saeki Yoshio (c) Mr. Ishii Tomohiro	60,000	1.00	60,000.00
(2) <u>Myanmar Agribusiness Public</u> <u>Corporation (MAPCO) Limited.</u> <u>(Incorporated in Myanmar)</u> Represented By: (a) U Ye Min Aung	15,000	1.00	15,000.00
	<hr/> 75,000 <hr/>		<hr/> 75,000.00 <hr/>



Myaung Mya FM Biomass Power Co., Ltd
Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township,
Myaung Mya District, Ayeyarwaddy Region, Myanmar
Tel. 95-1-37364

(3) All Directors have already set up Company's Board of Directors as follows:

- | | | | |
|-----|--------------------|-------------------|-------------------------|
| (1) | Mr. Inoue Shoichi | Managing Director | w.e.f (12 - 6 - 2017) |
| (2) | Mr. Saeki Yoshio | Director | w.e.f (12 - 6 - 2017) |
| (3) | Mr. Ishii Tomohiro | Director | w.e.f (12 - 6 - 2017) |
| (4) | U Ye Min Aung | Director | w.e.f (12 - 6 - 2017) |

(4) Conclusion: The Meeting is concluded with a vote of thanks to the Chairman.

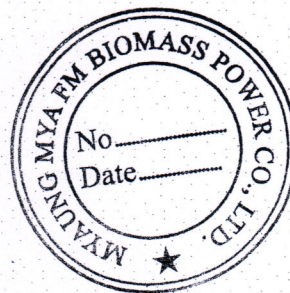
Recorded by,

井上 祥一

(Mr. Inoue Shoichi)

Managing Director

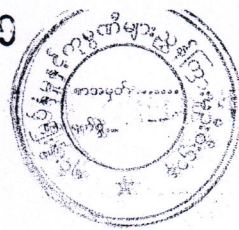
Myaung Mya FM Biomass Power Co., Ltd.



Mr. Inoue Shoichi

Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



FORM VI

RETURN OF ALLOTMENTS **THE MYANMAR COMPANIES ACT.**

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 12th of June 2017
 on the 12th of June 2017 of the *Myaung Mya FM Biomass Power Co., Ltd.*

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash 75,000 - Shares

" " " "

Nominal amount of the shares so allotted US \$ 75,000.00

" " " " (Fully Paid Up)

Amount paid or due and payable on cash such share US \$ 1.00

" " " " (Per Share Value)

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted

Amount to be treated as paid on each such share

The consideration for which such share have been allotted is as follow :-

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

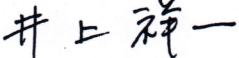
1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the word made substituted for the word "From" after the word "allotments" above.

Here insert name of Company.

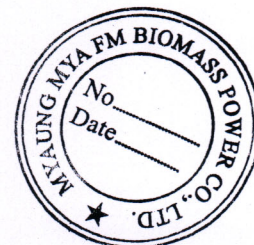
Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : Mr.Inoue Shoichi (Managing Director)
Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
1. <u>Fujita Corporation (Incorporated in Japan)</u> <u>Represented By:</u> A)Mr.Inoue Shoichi Japanese PP No.TH7677871 B)Mr.Saeki Yoshio Japanese PP No.TK3455209 C)Mr.Ishii Tomohiro Japanese PP No.MU3912615	Chibaken Matsudoshi Rokoudai 5-171-14, Japan. 209,Cosomo Niiza Shiki,1-7-38 Owada, Niiza City,Saitama Pref,Japan. Akitsu 5-18-15, Narasino City,Chiba Pref,Japn.	Managing Director Director Director		60,000
2. <u>Myanmar Agribusiness Public Corporation (MAPCO) Limited.</u> <u>(Incorporated in Myanmar)</u> <u>Represented By:</u> A)U Ye Min Aung Myanmar 12/ Ta Ma Na (N) 094582	No.38,1 st Floor,89 th Street,Kan Taw Kalay (West)Ward,Mingalar Taung Nyunt Township, Yangon.	Director		15,000
			Total	75,000 - Shares

Signature 
 (Mr.Inoue Shoichi)
 Date 12-6-2017

Mr.Inoue Shoichi
 Managing Director
 Myaung Mya FM Biomass Power Co., Ltd.

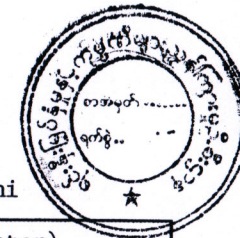


044087

FORM XXVI
PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company : Myaung Mya FM Biomass Power Co.,Ltd.

Presented by : Mr.Inoue Shoichi

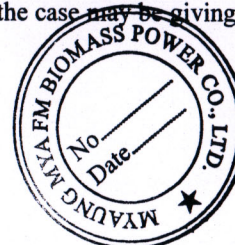


The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	(Managing Director) Changes
1. Mr.Inoue Shoichi	Japanese PP No.TH7677871	Chibaken Matsudoshi Rokoudai 5-171-14,Japan.	Businessman	Appointed as a Managing Director w.e.f (12-6-2017)
2. Mr.Saeki Yoshio	Japanese PP No.TK3455209	209,Cosomo Niiza Shiki,1-7-38 Owada,Niiza City, Saitama Pref,Japan.	Businessman	Appointed as a Director w.e.f (12-6-2017)
3. Mr.Ishii Tomohiro	Japanese PP No.MU3912615	Akitsu 5-18-15,Narasino City,Chiba Pref,Japan.	Businessman	Appointed as a Director w.e.f (12-6-2017)
4. U Ye Min Aung	Myanmar 12/ Ta Ma Na (N) 094582	No.38,1 st Floor,89 th Street,Kan Taw Kalay (West) Ward,Mingalar Taung Nyunt Township, Yangon.	Businessman	Appointed as a Director w.e.f (12-6-2017)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of
and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Dated this 12-6-2017

Form (26)



Signature 井上 祥一
(Mr.Inoue Shoichi)

Designation Mr.Inoue Shoichi
Managing Director

Myaung Mya FM Biomass Power Co., Ltd.



SUMITOMO MITSUI BANKING CORPORATION

Yangon Branch

Level#5 Strand Square, No.58 Strand Road, Pabedan Township, Yangon, Myanmar.
Tel: +95-1-2307380 Fax: +95-1-2307388

MYAUNG MYA FM BIOMASS POWER
CO., LTD
LA PYAYT WUN PLAZA, 37, ALAN
PYA PAGODA ROAD, ROOM NO.612,
6TH FLOOR, DAGON TOWNSHIP,
YANGON, MYANMAR.

Date : 16 MAY 2017
Ref No : FTI01185Z

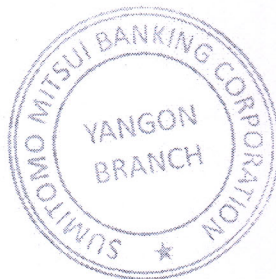
This is to certify that we have received the capital brought in for MYAUNG MYA FM BIOMASS POWER CO., LTD.

Currency : USD
Amount : 75,000.00
Sender : FUJITA CORPORATION
Sending institution/ Country : Sumitomo Mitsui Banking Corporation, Tokyo Japan

If you should have any queries regarding the above details kindly contact us as soon as possible quoting the reference number in full.

Authorized Signature

Mr.Toshiyuki Ataka
Joint General Manager
Sumitomo Mitsui Banking Corporation
Yangon Branch



Authorized Signature

Ms.Zin Mar Moe
Head of Operation Department
Sumitomo Mitsui Banking Corporation
Yangon Branch

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြောင်းမြ အက်(စ်)အမ် ဘိုင်အိုမက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ



THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

MYAUNG MYA FM BIOMASS POWER CO., LTD.



မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြောင်းမြ အက်(စ်)အမ် ဘိုင်အိုမက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း



- ၁။ ကုမ္ပဏီ၏အမည်သည် " မြောင်းမြ အက်(စ်)အမ် ဘိုင်အိုမက်(စ်) ပါဝါ ကုမ္ပဏီ လီမိတက် " ဖြစ်ပါသည်။
- ၂။ ကုမ္ပဏီ၏မှတ်ပုံတင်အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။
- ၃။ ကုမ္ပဏီတည်ထောင်ခြင်းရည်ရွယ်ချက်များမှာ တဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။
- ၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။
- ၅။ ကုမ္ပဏီ သတ်မှတ် မတည်ငွေရင်းသည် ယူအက်စ်ဒီ ၄,၉၉၀,၀၀၀.၀၀/- (အမေရိကန်ဒေါ်လာ လေးဆယ့်ကိုးသိန်း ကိုးသောင်း တိတိ) ဖြစ်၍ ယူအက်စ်ဒီ ၁.၀၀/- (အမေရိကန်ဒေါ်လာ တစ် တိတိ)တန် အစုရှယ်ယာပေါင်း (၄,၉၉၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်မှာ -


(က) ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း စပါးခွံမှလျှပ်စစ် ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရန် ဖြစ်ပါသည်။

၇။ ကုမ္ပဏီမှသင့်တင့်လျောက်ပတ်သည်ဟုယူဆပါက ကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ ငွေချေးယူရန်။

ခြွင်းချက် ။ ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များကခွင့်ပြုထားသည့်လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက် ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားရှိခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို လုပ်ကိုင်ပါမည်ဟု ခြွင်းချက်ထားရှိပါသည်။

(၃)

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူ ကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးပြလက်မှတ်
1.	<p><u>Fujita Corporation (Incorporated in Japan)</u> <u>Represented by:</u></p> <p>(A) Mr. Saeki Yoshio</p> <p>209, Cosomo Niiza Shiki, 1-7-38 Owada, Niiza City, Saitama Pref, Japan.</p> <p>(Businessman)</p> <p>(B) Mr. Ishii Tomohiro</p> <p>Akitsu 5-18-15, Narasino City, Chiba Pref, Japan.</p> <p>(Businessman)</p> <p>(C) Mr. Inoue Shoichi</p> <p>Chibaken Matsudoshi Rokoudai 5-171-14, Japan</p> <p>(Businessman)</p>	<p>Japanese PP No. TK3455209</p> <p>Japanese PP No. MU3912615</p> <p>Japanese PP No. TH7677871</p>	120,000	<p>佐伯義玄</p> <p>石井反博</p> <p>井上祥一</p>
2.	<p><u>Myanmar Agribusiness Public Corporation</u> <u>(MAPCO) Limited. (Incorporated in Myanmar)</u> <u>Represented By:</u></p> <p>(A) U Ye Min Aung</p> <p>No.38, 1st Floor, 89th Street, Kan Taw Kalay (West) Ward, Mingalar Taung Nyunt Township, Yangon.</p> <p>(Businessman)</p>	<p>Myanmar 12/ Ta Ma Na (Naing) 094582</p>	30,000	

ရန်ကုန် ။ နေ့စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ မတ် လ၊ (၁၃) ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။


TIN NWE AYE
B.Com, C.P.A
Certified Public Accountant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြောင်းမြ အက်(၆)အမ် ဘိုင်အိုမက်(၆) ပါဝါ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ



- ၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၁၇ (၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သော ကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည် အများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီဖြစ်၍ အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက် ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင်အရေအတွက်ကို ငါးဆယ် အထိသာ ကန်သတ်ထားပါသည်။
- (ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(၆)တစ်ခုခု အတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

- ၃။ ကုမ္ပဏီ သတ်မှတ် မတည်ငွေရင်းသည် ယူအက်စ်ဒီ ၄,၉၉၀,၀၀၀.၀၀/- (အမေရိကန်ဒေါ်လာ လေးဆယ့်ကိုးသိန်း ကိုးသောင်း တိတိ) ဖြစ်၍ ယူအက်စ်ဒီ ၁.၀၀/- (အမေရိကန်ဒေါ်လာ တစ် တိတိ)တန် အစုရှယ်ယာပေါင်း (၄,၉၉၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင် နိုင်ခွင့်အာဏာ ရှိစေရမည်။
- ၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်းသို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံအထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ်အစည်းအဝေးက တစ်စုံတစ်ရာသတ်မှတ်ပြဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၅) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

- | | |
|------------------------|--------------|
| (၁) Mr. Saeki Yoshio | (Japanese) |
| (၂) Mr. Ishii Tomohiro | (Japanese) |
| (၃) Mr. Inoue Shoichi | (Japanese) |
| (၄) U Ye Min Aung | (Myanmar) |

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှတစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သောအရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး(-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ပါ ပြဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည့် ထင်မြင်သည့်အတိုင်းလုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးအထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေးခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကိုသို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက် ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။အာဏာဆိုသည်မှာ-

- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။
- (၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(စ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်။
- (၃) ဤကုမ္ပဏီ ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသောအာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ဖြစ်စေ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။
- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။
- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။
- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ်ခန့်ထားရန်။
- (၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းများဖြင့် လက်ခံရန်။

- (၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။
- (၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုံမင်ကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန့်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန့်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။
- (၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများ အတွက်ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော့ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီ မဆက်နိုင်ခြင်းကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။
- (၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော့ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။
- (၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်၊ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဌာန်းချက်များပါဝင်သည်။
- (၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသောမည်သည့်အရာရှိသို့မဟုတ်ပုဂ္ဂိုလ်ကိုမဆိုအတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။
- (၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။
- (၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။
- (၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဇွဲစည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီး ကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းဝေးကြီးနှင့်တစ်ဆယ့်ငါးလထက်မပိုသည့် အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့်အစုရှင်အရေအတွက် မတတ်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင် မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တတ်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့်အရေအတွက်ဖြစ် စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေ များကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်းဒါရိုက်တာအားတာဝန်ခံ၍ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသို ထိန်းသိမ်းဆောင်ရွက်ရမည်။

- (၁) ကုမ္ပဏီ၏ရငွေ၊ သုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။
- (၂) ကုမ္ပဏီ၏ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။
- (၃) ဤကုမ္ပဏီ၏ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများကသင့်လျော် သည်ဟုထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နိတစ်စာ

- ၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နိတစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နိတစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

- ၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး


- ၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

- ၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။



အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူ ကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးပြလက်မှတ်
1.	<p><u>Fujita Corporation (Incorporated in Japan)</u> <u>Represented by;</u></p> <p>(A) Mr. Saeki Yoshio</p> <p>209, Cosomo Niiza Shiki, 1-7-38 Owada, Niiza City, Saitama Pref, Japan.</p> <p>(Businessman)</p> <p>(B) Mr. Ishii Tomohiro</p> <p>Akitsu 5-18-15, Narasino City, Chiba Pref, Japan.</p> <p>(Businessman)</p> <p>(C) Mr. Inoue Shoichi</p> <p>Chibaken Matsudoshi Rokoudai 5-171-14, Japan</p> <p>(Businessman)</p>	<p>Japanese PP No. TK3455209</p> <p>Japanese PP No. MU3912615</p> <p>Japanese PP No. TH7677871</p>	<p>120,000</p> <p>30,000</p>	<p>佐伯義広</p> <p>石井友博</p> <p>井上祥一</p>
2.	<p><u>Myanmar Agribusiness Public Corporation</u> <u>(MAPCO) Limited. (Incorporated in Myanmar)</u> <u>Represented By:</u></p> <p>(A) U Ye Min Aung</p> <p>No.38, 1st Floor, 89th Street, Kan Taw Kalay (West) Ward, Mingalar Taung Nyunt Township, Yangon.</p> <p>(Businessman)</p>	<p>Myanmar 12/ Ta Ma Na (Naing) 094582</p>		

ရန်ကုန် ။ နေ့စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ မတ် လ၊ (၁၃) ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။


TIN NWE AYE
B.Com,C.P.A
Certified Public Accountant

THE MYANMAR COMPANIES ACT
PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

MYAUNG MYA FM BIOMASS POWER CO., LTD.



- I. The name of the Company is “MYAUNG MYA FM BIOMASS POWER CO., LTD.”
- II. The registered office of the Company will be situated in the Union of Myanmar.
- III. The Objects for which the Company is established are as on the next page.
- VI. The liability of the members is limited.
- V. The authorized capital of the Company is US \$ 4,990,000.00/- (United States Dollar Four Million Nine Hundred and Ninety Thousand Only) divided into (4,990,000) shares of US \$ 1.00/-(United States Dollar One Only)each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objective for which the Company is established is -


- (a) Electricity Generating from Rice Husks in the Republic of the Union of Myanmar**

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization on the manners that the Company shall think fit.

PROVISO: - Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notifications in force from time and then only subject to such permission and or approval as may be prescribed by the laws. Orders and Notifications of the Union of Myanmar for the time being in force.


(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares Taken	Signatures
1.	<p><u>Fujita Corporation (Incorporated in Japan)</u> <u>Represented by:</u></p> <p>(A) Mr. Saeki Yoshio 209, Cosomo Niiza Shiki, 1-7-38 Owada, Niiza City, Saitama Pref, Japan. (Businessman)</p> <p>(B) Mr. Ishii Tomohiro Akitsu 5-18-15, Narasino City, Chiba Pref, Japan. (Businessman)</p> <p>(C) Mr. Inoue Shoichi Chibaken Matsudoshi Rokoudai 5-171-14, Japan (Businessman)</p>	<p>Japanese PP No. TK3455209</p> <p>Japanese PP No. MU3912615</p> <p>Japanese PP No. TH7677871</p>	120,000	<p>佐伯義雄</p> <p>石井友博</p> <p>井上祥一</p>
2.	<p><u>Myanmar Agribusiness Public Corporation (MAPCO) Limited. (Incorporated in Myanmar)</u> <u>Represented By:</u></p> <p>(A) U Ye Min Aung No.38, 1st Floor, 89th Street, Kan Taw Kalay (West) Ward, Mingalar Taung Nyunt Township, Yangon. (Businessman)</p>	<p>Myanmar 12/ Ta Ma Na (Naing) 094582</p>	30,000	<p></p>

Yangon. Dated the 13th day of March , 2017.

It is hereby certified that the persons mentioned above put their signatures in my presence.


TIN NWE AYE
B.Com,C.P.A
Certified Public Accountant

THE MYANMAR COMPANIES ACT
PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

MYAUNG MYA FM BIOMASS POWER CO., LTD.



1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are in consistence with the following Articles. The compulsory regulations stipulated in Section 17(2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect : -
 - (a) *The number of members of the Company, exclusive of person who are in the employment of the Company, shall be limited to fifty.*
 - (b) *Any invitation to the public to subscribe for any share of debenture of debenture stock of the Company hereby prohibited.*

CAPITAL AND SHARES

3. The authorized capital of the Company is \$ 4,990,000.00/- (**United States Dollar Four Million Nine Hundred and Ninety Thousand Only**) divided into (**4,990,000**) shares of US \$ 1.00/- (**United States Dollar One Only**) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share be issued under the Seal of the Company and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by installments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (15).

The First Directors shall be:-

- | | | |
|-----|---------------------------|---------------------|
| (1) | Mr. Saeki Yoshio | (Japanese) |
| (2) | Mr. Ishii Tomohiro | (Japanese) |
| (3) | Mr. Inoue Shoichi | (Japanese) |
| (4) | U Ye Min Aung | (Myanmar) |

8. The Directors may from time to time appoint one of their bodies to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Company Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning.

PROCEEDINGS OF DIRECORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -
- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
 - (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
 - (6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
 - (7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

- (8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.
- (11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.
- (17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time(not being more than fifteen month after the holding of the last preceding general meeting)and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital(not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to : -
- (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
 - (2) *all sales and purchases of goods by the Company;*
 - (3) *all assets and liabilities of the Company.*
19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY


23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.




We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares Taken	Signatures
1.	<p><u>Fujita Corporation (Incorporated in Japan)</u> <u>Represented by:</u></p> <p>(A) Mr. Saeki Yoshio 209, Cosomo Niiza Shiki, 1-7-38 Owada, Niiza City, Saitama Pref, Japan. (Businessman)</p> <p>(B) Mr. Ishii Tomohiro Akitsu 5-18-15, Narasino City, Chiba Pref, Japan. (Businessman)</p> <p>(C) Mr. Inoue Shoichi Chibaken Matsudoshi Rokoudai 5-171-14, Japan (Businessman)</p>	<p>Japanese PP No. TK3455209</p> <p>Japanese PP No. MU3912615</p> <p>Japanese PP No. TH7677871</p>	120,000	<p>佐伯義雄</p> <p>石井友博</p> <p>井上祥一</p>
2.	<p><u>Myanmar Agribusiness Public Corporation</u> <u>(MAPCO) Limited. (Incorporated in Myanmar)</u> <u>Represented By:</u></p> <p>(A) U Ye Min Aung No.38, 1st Floor, 89th Street, Kan Taw Kalay (West) Ward, Mingalar Taung Nyunt Township, Yangon. (Businessman)</p>	<p>Myanmar 12/ Ta Ma Na (Naing) 094582</p>	30,000	

Yangon. Dated the 13th day of March , 2017.

It is hereby certified that the persons mentioned above put their signatures in my presence.


TIN NWE AYE
B.Com,C.P.A
Certified Public Accountant

Joint Venture Agreement

BETWEEN

FUJITA CORPORATION

AND

MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED

DATED THE 18th DAY OF MAY 2017

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	THE BUSINESS OF THE COMPANY.....	9
3.	CAPITAL OF THE COMPANY	11
4.	CONDITIONS PRECEDENT	12
5.	PRE-CLOSING UNDERTAKINGS	16
6.	CLOSING	17
7.	COVENANTS	19
8.	REPRESENTATIONS AND WARRANTIES	19
9.	INDEMNIFICATION.....	20
10.	DEFINITIVE DOCUMENTS	20
11.	SHAREHOLDERS MEETING	22
12.	BOARD OF DIRECTORS	23
13.	DEADLOCK	26
14.	DETERMINATION OF FAIR VALUE	27
15.	MANAGING DIRECTOR	29
16.	RESTRICTIONS ON SHARE TRANSFER	29
17.	ADDITIONAL CAPITAL AND FURTHER FINANCING	34
18.	ACCOUNTS, REPORTING AND ACCESS TO INFORMATION	36
19.	CONFIDENTIALITY	37
20.	TERM AND TERMINATION	38
21.	DISSOLUTION AND LIQUIDATION OF THE COMPANY	40
22.	GOVERNING LAW	41
23.	DISPUTE RESOLUTION	41
24.	GENERAL PROVISIONS	42
 APPENDIX 1 Land Lease Agreement		 47
APPENDIX 2 M&AA of the Company.....		48

APPENDIX 3 Fujita Warranties.....	49
APPENDIX 4 MAPCO Warranties	51
APPENDIX 5 Reserved Matters	53
APPENDIX 6 Form of Deed of Adherence	55
APPENDIX 7 Power Purchase Agreement	58
APPENDIX 8 Feedstock Supply Agreement.....	59

Joint Venture Agreement

THIS AGREEMENT is made on the 18th day of May 2017 ("**Effective Date**"),

BETWEEN:

- (1) **Fujita Corporation** (Company Registration No. 0110-01-039242), a company incorporated under the laws of Japan and having its principal place of business at 4-32-22 Nishishinjuku Shinjuku-Ku, Tokyo ("**Fujita**"); and
- (2) **Myanmar Agribusiness Public Corporation (MAPCO) Limited** (Company Registration Number: 134/2012-2013), a company incorporated under the laws of the Republic of the Union of Myanmar and having its registered office address at MAPCO Building, No. 100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (port) Township, Myanmar ("**MAPCO**"),

(collectively the "**Parties**", and each a "**Party**").

WHEREAS:

- (A) Fujita Corporation, a company established under the laws of Japan, is a Japanese construction company with experience and expertise in construction engineering, real estate development, urban revitalization, transport infrastructure service, and environmental engineering in Japan and throughout South East Asia.
- (B) MAPCO is a public company established under the Myanmar Companies Act 1914, which is engaged in the business of investments in the agriculture supply chain, including but not limited to contract farming, agro-chemicals and machineries import and distribution, raw materials processing facilities, port development, agro-commodity trading, and agriculture development bank.
- (C) The Parties have agreed to bring together each of their strengths to develop a biomass power plant with a capacity of 1.6 megawatts in the Myaungmya District in the Ayeyarwady Region of Myanmar ("**Power Plant**") and jointly engage in the Business (as defined below) through a joint venture company named "Myaung Mya FM Biomass Power Co., Ltd" (the "**Company**") incorporated under the MCA as a foreign company limited by shares in Myanmar. The Parties have also submitted an application to the Myanmar Investment Commission ("**MIC**") for the permit to undertake the Business in Myanmar ("**Project**").
- (D) The Parties have agreed to enter into this Agreement to give effect to their intentions and to record and regulate the affairs of the Company and the Parties' respective rights as shareholders of the Company in the spirit of mutual co-operation.
- (E) The Parties have further agreed that as of the Closing Date, Fujita will own 80% of the issued paid up Shares in the Company and MAPCO will own 20% of the issued paid up Shares in the Company.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

"Affiliate" means in relation to any person, any other person directly or indirectly controlling, who is controlled by, or who is under common control with that person.

"Agreement" means this Joint Venture Agreement entered into between Fujita and MAPCO on the 18th day of May 2017.

"Applicable Laws" means with respect to a Party, any law, rule, regulation, statutory provision, directive, treaty, judgement, decree of any Governmental Authority (including stock exchange), or notification of any Governmental Authority applicable to such Party in the circumstances.

"Articles" means the articles of association of the Company as may be adopted or amended from time to time.

"Amendments" has the meaning given to it in Clause 16.7

"Auditors" has the meaning given to it in Clause 18.1(a).

"Board" means the board of directors of the Company.

"Board Reserved Matters" has the meaning given to it in APPENDIX 5 Part A.

"Book Value" means the value of the Company calculated by subtracting the liabilities from the assets stated in the Company's balance sheet.

"Business" has the meaning given to it in Clause 2.1.

"Business Days" means a day, other than a Saturday, Sunday or a public holiday, on which commercial banks are open for ordinary banking business in Myanmar, Japan and Singapore.

"Business Plan" has the meaning given to it in Clause 2.3(a).

"Capital Contributions" means the Fujita Contribution and MAPCO Contribution.

"Certificate of Incorporation" has the meaning given to it in Clause 4.2(a)(iv).

"Chairman" means the person appointed to the role of the chairman of the Board.

"Closing" means the consummation of the transactions contemplated hereby.

"Closing Date" has the meaning given to it Clause 6.1.

"Commercial Operation Date" has the meaning given to it in the Power Purchase Agreement.

"Company" has the meaning given to it in Recital (C).

"Construction Agreement" has the meaning given to it in Clause 10.1(c).

"CRO" means the Companies Registration Office formed under DICA.

"Deadlock" has the meaning given to it in Clause 13.1.

"Deadlock Notice" has the meaning given to it in Clause 13.2.

"Deadlock Resolution Notice" has the meaning given to it in Clause 13.4(a).

"Deed of Adherence" a deed of adherence, substantially in the form set out in APPENDIX 6.

"Defaulting Shareholder" has the meaning given to it in Clause 20.3(a).

"Default Transfer" has the meaning given to it in Clause 20.3(b).

"Default Transfer Price" has the meaning given to it in Clause 20.4(a).

"Default Transfer Notice" has the meaning given to it in Clause 20.3(b).

"Default Transfer Shares" has the meaning given to it in Clause 20.4(a).

"DICA" means the Directorate of Investment and Company Administration formed under the Ministry of Planning and Finance of Myanmar.

"Disproportionate Guarantee" has the meaning given to it in Clause 17.2(c).

"Disproportionate Guarantee Fee" means the additional interest which the Company would be charged by, and have to pay to, the Third Party Lenders of the External Financing in respect of such External Financing had the Disproportionate Guarantee not been provided to such Third Party Lender, calculated in accordance with the formula below:

facility amount x (interest rate had the corporate guarantee not been provided – interest rate after providing the corporate guarantee) = Disproportionate Guarantee Fee

"Drag-Along Notice" has the meaning given to it in Clause 16.6(a).

"Drag-Along Shares" has the meaning given to it in Clause 16.6(a).

"Dragged Shareholder" has the meaning given to it in Clause 16.6(a).

"Effective Date" has the meaning given to it in the preamble.

"Endorsement" means the endorsement issued by the MIC under section 25 (d) of the MIL.

"Encumbrance" means any form of legal, equitable or security interests, including but not limited to any mortgage, charge (whether fixed or floating), pledge, lien, assignment of rights or receivables, debenture, restriction, hypothecation, title retention or any other encumbrance or security interest, or other right of any person (including any right to acquire, option, right of refusal or right of pre-emption), and **"Encumbered"** shall be construed accordingly.

"External Financing" has the meaning given to it in Clause 17.1(b).

"Fair Value" means the value of any shares determined in accordance with Clause 14.1.

"Feedstock" has the meaning given to it in the Feedstock Supply Agreement.

"Feedstock Supply Agreement" has the meaning given to it in Clause 10.1(b), annexed hereto in agreed form as APPENDIX 8.

"First Refusal Notice" has the meaning given to it in Clause 16.4(b).

"First Refusal Period" has the meaning given to it in Clause 16.4(b).

"First Refusal Right" has the meaning given to it in Clause 16.4(b).

"First Rent" has the meaning given to it in the Land Lease Agreement.

"Fiscal Year" means the fiscal year of the Company, which shall begin on 1 April and end on 31 March of the following year.

"Fujita" means Fujita Corporation.

"Fujita Exit Notice" has the meaning given to it in Clause 16.3(a).

"Fujita Initial Contribution" has the meaning given to it in Clause 3.2(a).

"Fujita Second Contribution" has the meaning given to it in Clause 3.3(a).

"Fujita Shares" has the meaning given to it in Clause 3.1(a).

"Fujita Warranties" means Fujita's representations and warranties set out in APPENDIX 3.

"Full Exit" has the meaning given to it in Clause 16.7.

"Funding Shareholder" has the meaning given to it in Clause 17.3(b).

"Governmental Authority" means any foreign, domestic, federal, supra-national, national, provincial, territorial, regional, municipal, state or local governmental authority, quasi-governmental authority, court, governmental or self-regulatory organization, commission, tribunal, organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, as the context or the terms of

this Agreement may require, and any successor to or any assignee of any of the foregoing.

"Head Lease" means the lease agreement entered into between MAPCO and the MALI, date 24 July 2014, and the lease amendment agreement dated 28 January 2016, regarding the land located at Plot No. 265, 267(a) and 268 at Ma yan Chaung Kwin, Danu Chaung Kwin, Danu Chaung Taung Village Group No. (22), Mu Soe Kwin, Myaung Mya Township, Myaung Mya District, Ayeyawaddy Region and having a total 334.72 acres, which includes the Land.

"Independent Expert" means an expert appointed from among KMPG, PricewaterhouseCoopers, Deloitte and Ernst & Young, or other such internationally recognized accounting firm agreed between the Shareholders, to determine the fair value of the Default Transfer Shares or the Fair Value, as the case may be.

"Initial Conditions Precedent" means the conditions precedent set out in Clause 4.1.

"Intended Transferee" has the meaning given to it in Clause 16.4(a).

"International Consortium Agreement" means the International Consortium Agreement entered into between Company and Fujita, dated 17 March 2017.

"Land" means the 1.766 acres of land located at Plot No. 265, 267(a) and 268 at Ma yan Chaung Kwin, Danu Chaung Kwin, Danu Chaung Taung Village Group No. (22), Mu Soe Kwin, Myaung Mya Township, Myaung Mya District, Ayeyawaddy Region on which the Project will be undertaken and Power Plant will be constructed.

"Land Lease Agreement" means the Lease Agreement regarding the Land entered into between MAPCO and Company approved by the MIC, annexed hereto in agreed form as APPENDIX 1.

"Lock-up Period" has the meaning given to it in Clause 16.2.

"Long Stop Date" means two (2) year from the day this Agreement is entered into, or such other date as may be agreed by the Parties in writing.

"Losses" means all liabilities of every kind and nature, including all fines, fees, losses, costs, claims, judgments, awards, damages, penalties, or expenses (including reasonable legal fees and expenses and costs of investigation and litigation), and all expenditures or expenses incurred to cover, remedy or rectify any such loss.

"Managing Director" means managing director of the Company.

"MALI" means Ministry of Agriculture, Livestock and Irrigation (formerly known as the Ministry of Agriculture and Irrigation).

"MAPCO" means the Myanmar Agribusiness Public Corporation (MAPCO) Limited.

"MAPCO Contribution" has the meaning given to it in Clause 3.2(b).

"MAPCO Initial Cash Contribution" has the meaning given to it in Clause 3.2(b)(i).

"MAPCO Second Contribution" has the meaning given to it in Clause 3.3(b).

"MAPCO Warranties" means MAPCO's representations and warranties set out in APPENDIX 4.

"MAPCO Shares" has the meaning given to it in Clause 3.1(a).

"Material Adverse Change" means an event, fact or circumstance which affects or is likely to affect in a materially adverse manner, the commercial, legal or financial position or prospects of the Company and its Business. For avoidance of doubt, any Losses or cost overrun that does not affect the actual cash flow of the Company and/or does not exceed US\$ 250,000 shall not constitute a Material Adverse Change on the commercial or financial position or prospects of the Company and its Business.

"Memorandum" means the memorandum of association of the Company as may be adopted or amended from time to time.

"MCA" means the Myanmar Companies Act 1914.

"MIC" has meaning given to it in Recital (C).

"MIL" means the Myanmar Investment Law 2016 (Pyidaungsu Hluttaw Law No. 40/2016).

"MOEE" means the Ministry of Electricity and Energy of Myanmar.

"Myanmar" means the Republic of the Union of Myanmar.

"M&AA" means the Memorandum and Articles of the Company.

"Non-Funding Shareholder" has the meaning given to it in Clause 17.3(b).

"Officer" includes any director, managing agent, manager or secretary but does not include an auditor.

"Operation and Maintenance Agreement" has the meaning given to it in Clause 10.1(e).

"Other Shareholder" has the meaning given to it in Clause 16.4(b).

"Permit to Trade" has the meaning given to it in Clause 4.2(a)(v).

"Power Plant" has the meaning given to it in Recitals (C).

"Power Purchase Agreement" has the meaning given to it in Clause 10.1(a), annexed hereto in agreed form as APPENDIX 7.

"Project" has the meaning given to it in Recitals (C).

"Project Management Agreement" has the meaning given to it in Clause 10.1(b).

"Proportionate Guarantee" has the meaning given to it in Clause 17.2(b).

"Representative" means, in relation to a Shareholder, that Shareholder's agents, advisers, directors, Officers, employees and/or representatives.

"Resolution Period" has the meaning given to it in Clause 13.4(a).

"Sale Shares" has the meaning given to it in Clause 16.4(a).

"Secondary Conditions Precedent" means the conditions precedent set out in Clause 4.2.

"Server" has the meaning given to it in Clause 13.4(a).

"Shareholders" means the Parties and any other person who becomes a member of the Company, who shall be bound by the provisions of this Agreement.

"Shareholder's Bridging Loan" has the meaning given to it in Clause 17.3(b).

"Shareholder's Loans" has the meaning given to it in Clause 17.3(a).

"Shareholders Meeting" means the shareholders meeting of the Company.

"Shareholding Proportion" means in relation to any Shareholder at any given time, the proportion that the fully paid up Shares of such Shareholder bears to the total number of fully paid up Shares issued by the Company as at the relevant time.

"Shareholder Reserved Matters" has the meaning given to it in APPENDIX 5 Part B.

"Shares" means the ordinary shares in the capital of the Company from time-to-time.

"SIAC" has the meaning given to it in Clause 23.2.

"SIMC" has the meaning given to it in Clause 13.4(c)(i).

"Special Shareholders Resolution" means a resolution that has been passed by an affirmative vote of no less than three-fourths of the votes held by the shareholders entitled to vote at the shareholders meeting of which a written notice of the shareholders meeting specifying the intention to propose the resolution thereof has been duly provided to its shareholders not less than twenty one (21) days prior to the scheduled date of such meeting.

"Subscription Offer" has the meaning given to it in Clause 17.4(a).

"Subscription Offer Shares" has the meaning given to it in Clause 17.4(a).

"Tag-Along Offer" has the meaning given to it in Clause 16.5(a).

"Tag-Along Period" has the meaning given to it in Clause 16.5(b)(ii).

"Tag-Along Shares" has the meaning given to it in Clause 16.5(a).

"Terminating Shareholder" has the meaning given to it in Clause 20.3(a).

"**Third Party Lenders**" has the meaning given to it in Clause 17.1(b).

"**Third Party Purchaser**" has the meaning given to it in Clause 16.5(a)(i).

"**Transfer**" means to transfer, sell, assign, give, or in any other way dispose of, directly or indirectly, any Shares.

"**Transfer Date**" has the meaning given to it in Clause 16.4(a)(iii).

"**Transferring Shareholder**" has the meaning given to it in Clause 16.4(a).

"**Warranties**" means the Fujita Warranties and MAPCO Warranties.

1.2 Interpretation

- (a) References to "**Recitals**", "**Clauses**" and "**Appendixes**" are to recitals and clauses of, and appendixes to this Agreement and references to this "**Agreement**" shall mean this Agreement and the Appendixes hereto.
- (b) The headings in this Agreement are for convenience only and shall not affect the interpretation hereof.
- (c) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of any gender shall include all genders.
- (d) References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied or supplemented from time to time.
- (e) Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to the date of this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.
- (f) References to a "**person**" shall be construed so as to include any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality).
- (g) References to times of the day are to local time in the relevant jurisdiction unless otherwise stated.
- (h) The words "**written**" and "**in writing**" include any means of visible reproduction.

- (i) Whenever the word "**including**" is used, it shall be deemed to be followed by the words "**but not limited to**" and where an expression is qualified by one or more examples preceded by the word "**including**", it shall not limit the general scope of that expression.

2. THE BUSINESS OF THE COMPANY

2.1 The Company

The Parties agree that the Company shall undertake the following businesses ("**Business**");

- (a) developing, constructing, maintaining and operating power plants;
- (b) electric power generation services;
- (c) electric power transmission services;
- (d) sale and distribution of electric power; and
- (e) other business activities incidental or related to the above.

2.2 Memorandum and Articles of Association of the Company

- (a) The Parties agree that the M&AA of the Company shall be as attached to this Agreement as APPENDIX 2.
- (b) The M&AA shall be consistent with and incorporate the provisions of this Agreement. The Parties shall, as soon as practically possible after the Effective Date, make the necessary amendments to the M&AA to reflect the provisions of this Agreement. The Parties shall ensure that any amendment made to the M&AA, whether pursuant to Clause 2.2(c) or otherwise, is adopted in accordance with this Agreement and all Applicable Laws. If the M&AA have to be filed with any Governmental Authority, the Parties will ensure that such filings are made within the time period prescribed by Applicable Laws.
- (c) If, at any time, there is a conflict between this Agreement and the M&AA, this Agreement shall prevail and each of the Parties shall exercise its powers of voting and rights of management control or any other power or right available to them to procure the amendment, waiver or suspension of such conflicting provision in the M&AA to the extent permitted by Applicable Laws and the M&AA shall forthwith be amended to render them consistent with the provisions of this Agreement.
- (d) In the event where a particular action contemplated under this Agreement is expressly prohibited by Applicable Laws, the Parties will use their best efforts to secure the requisite waiver or approval from the Governmental Authority and/or to implement other alternative solutions as may be necessary or desirable to achieve the original intent of the Parties.

2.3 The Business Plan

- (a) The Parties agree that an annual business plan for the Company ("**Business Plan**") shall be prepared by the Managing Director prior to the beginning of each Fiscal Year. The Business Plan shall include:
 - (i) a cash flow statement giving an estimate of the working capital requirements;
 - (ii) a projected profit and loss account; and
 - (iii) an operating budget (including capital expenditure requirements) and balance sheet forecast.
- (b) The Business Plan shall be submitted to and approved by the Board. If the Board is unable to approve the Business Plan, then the business and affairs of the Company shall be carried on based on:
 - (i) those parts of the Business Plan which the Parties agree to; and
 - (ii) in respect of the items that the Parties are unable to agree to, an interim plan prepared by the Managing Director.

2.4 Roles of the Parties

- (a) Fujita shall be responsible for and agrees to undertake the following:
 - (i) full cooperation to further the Business of the Company;
 - (ii) selection of the design architectural firm for the basic and detailed design of the Power Plant;
 - (iii) selection of the construction company for the construction of the Power Plant;
 - (iv) selection of the operation and management company of the Power Plant;
 - (v) make the necessary coordination within Company and arrange for the Company to provide Fujita with the necessary information that Fujita may require to comply with its reporting obligations to the Ministry of Environment of Japan regarding the reduction of greenhouse gas emission volume under the International Consortium Agreement.
 - (vi) management of the Company.
- (b) MAPCO shall be responsible and agrees to undertake the following:
 - (i) full cooperation to further the Business of the Company;
 - (ii) construct a rice mill factory on the land adjacent to the Power Plant;

- (iii) procure that the Land on which the Power Plant is situated is available to the Company and that the Company is able to peacefully enjoy the exclusive possession and occupancy of the Land without any hindrance, interruption or disturbance whatsoever in accordance with the terms of the Land Lease Agreement;
- (iv) ensure that the Company has sufficient supply of feedstock pursuant to the Feedstock Supply Agreement for the generation of electric power;
- (v) purchase the total amount of electric power that is generated at the Power Plant in accordance with the terms of the Power Purchase Agreement; and
- (vi) managing local relationships (including government relations) on behalf of the Company and act as a liaison with the Governmental Authorities for matters relating to the establishment of Company, obtaining permits, licences and approvals, if necessary.

3. CAPITAL OF THE COMPANY

3.1 Capital Contributions of the Parties

- (a) As of the Closing Date, the Company shall have an authorised capital of US\$ 4,990,000 divided into 4,990,000 Shares of US\$ 1.00 each.
- (b) After the Parties have made their respective capital contributions pursuant to this Clause 3, the shareholding in Company shall be as follows (which amount includes the capital contribution of US\$ 75,000 made by Fujita for the incorporation of Company prior to the execution of this Agreement):

Party	Amount	Number of Shares	Shareholding Ratio
Fujita	US\$ 2,947,912-	2,947,912 Shares ("Fujita Shares")	80%
MAPCO	US\$ 736,978-	736,978 Shares ("MAPCO Shares")	20%
Total	US\$ 3,684,890-	3,684,890 Shares	100%

3.2 Initial Capital Contributions

On the Initial Closing Date and subject to the provisions of this Agreement, in particular, the Initial Conditions Precedent set out in Clause 4.1:

- (a) Fujita shall make its contribution in cash at the amount of US\$ 1,085,000 ("Fujita Contribution").

- (b) MAPCO shall make the following capital contributions at the amount of US\$ 290,000 (“**MAPCO Contribution**”):
 - (i) contribution in cash at the amount of US\$ 227,350 (“**MAPCO Cash Contributions**”); and
 - (ii) in-kind contribution of the First Rent in accordance with the Land Lease Agreement, the value of which is equal to US\$ 62,650, whereby 62,650 Shares will be issued in lieu of such payment.

3.3 Second Capital Contribution

After the Initial Closing Date, in or around October 2017, the Board shall pass a resolution to call for the Parties to subscribe to and make capital contributions in return for a total of 1,910,000 Shares for an aggregate cash contribution of US\$ 1,910,000. Subject to the provision of this Agreement, in particular, the Secondary Conditions Precedent set out in Clause 4.2:

- (a) Fujita shall, subscribe to 1,528,000 Shares and contribute US\$ 1,528,000 in cash; and
- (b) MAPCO shall subscribe to 382,000 Shares and contribute US\$ 382,000 in cash.

3.4 Third Capital Contribution

After the Second Closing Date, in or around April 2018, provided that (i) the representations and warranties of both Parties set forth in this Agreement are accurate, true, correct and not misleading, (ii) both Parties have performed and complied with all obligations and agreements required to be performed or complied with in this Agreement and (iii) no Material Adverse Change has occurred, the Board shall pass a resolution to call for the Parties to subscribe to and make capital contributions in return for a total of 324,890 Shares for an aggregate cash contribution of US\$ 324,890. Upon such capital call by the Board:

- (a) Fujita shall, subscribe to 259,912 Shares and contribute US\$ 259,912 in cash; and
- (b) MAPCO shall subscribe to 64,978 Shares and contribute US\$ 64,978 in cash.

4. CONDITIONS PRECEDENT

4.1 Initial Conditions Precedent of the Capital Contribution (“Initial Conditions Precedent”)

- (a) Initial Conditions Precedent to the Obligations of the Parties for Initial Capital Contribution

The obligations of the Parties to make their respective Capital Contributions pursuant to Clause 3.1 is subject to the fulfilment (or waiver by all Parties, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) approval from MALI for the use of the Land by the Company for the performance and implementation of the Project;
 - (ii) the Parties shall have agreed to a business plan that covers the entire period of the project as stated in the application for the Endorsement, which shall take into account, among others, the total cost necessary for the Project; and
- (b) Initial Conditions Precedent to Fujita Contributions

The obligations of Fujita to make the Fujita Contributions pursuant to Clause 3.2(a) is subject to the fulfilment (or waiver by Fujita, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) the MAPCO Warranties are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date;
- (ii) MAPCO shall have performed and complied with all obligations and agreements required to be performed or complied with in this Agreement by it on or prior to the Closing Date;
- (iii) MAPCO has obtained a written approval of the following from the Ministry of Agriculture Livestock and Irrigation pursuant to the Head Lease;
 - (A) to sublease the Land to Company;
 - (B) to construct the Power Plant on the Land; and
 - (C) to use the Land for the purpose of operating the Power Plant
- (iv) no Material Adverse Change has occurred since the date of this Agreement;
- (v) Company shall have entered into the Land Lease Agreement, Power Purchase Agreement and Feedstock Supply Agreement with MAPCO;
- (vi) there are no defects, impediments or issues related to the Land that may prevent the commercial viability of the Business and/or the Project;
- (vii) Company and Fujita have entered into the Construction Agreement;
- (viii) Fujita shall have been granted or shall have obtained confirmation that they will be granted the subsidization from the Ministry of Environment of Japan related to the "Project Facility Subsidization using the Joint Crediting Mechanism (FY2016)" pertaining to the Subsidy for Reduction of CO2 Emission Projects (Private Organization);and

- (ix) MAPCO shall have presented evidence of payment of the annual rent for the period between April 1, 2016 and the Closing Date payable by MAPCO to MALI under the Head Lease, to the satisfaction of Fujita.

(c) Initial Conditions Precedent to MAPCO Contributions

The obligations of MAPCO to make its MAPCO Contributions pursuant to Clause 3.2(b)(ii) are subject to the fulfilment (or waiver by MAPCO, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) the Fujita Warranties are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date; and
- (ii) Fujita shall have performed and complied, in all material respects, with all obligations and agreements required to be performed or complied with in this Agreement by it on or prior to the Closing Date.

4.2 Second Conditions Precedent of the Capital Contribution (“Secondary Conditions Precedent”)

(a) Secondary Conditions Precedent to the Obligations of the Parties for Initial Capital Contribution

The obligations of the Parties to make their respective Capital Contributions pursuant to Clause 3.1 is subject to the fulfilment (or waiver by all Parties, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) issuance of an approval from the Ministry of Transportation and Communications for utilizing river water intake;
- (ii) the issuance of waste water discharge permit from the Ministry of Natural Resources and Environmental Conservation;
- (iii) issuance of an Endorsement by the MIC approving the Land Lease Agreement and granting tax incentives under the MIL;
- (iv) grant of the final Certificate of Incorporation to the Company from the CRO (“**Certificate of Incorporation**”);
- (v) grant of the final Permit to Trade to the Company from DICA (“**Permit to Trade**”);
- (vi) grant of permission to engage in the electricity business under the Electricity Law from the MOEE;
- (vii) grant of the construction permit for the construction of the Power Plant from the relevant Development Committee;

(viii) issuance of all necessary or relevant licences and electricity permits for normal operations of the Power Plant from the relevant Governmental Authorities to the Company, which may include:

- (A) Private Industrial Enterprise Registration Certificate;
- (B) Temporary Boiler Certificate;
- (C) Permit to Use Power Electricity;
- (D) Permit to Use Generator;
- (E) Safety Certificate for the Heater;

(ix) issuance of the Permit to Use Transformer by the MOEE to the Company;

(x) the issuance of the Importer/Exporter Registration Certificate by the Ministry of Commerce to the Company;

(xi) the application for the registration for the Land Lease Agreement has been submitted and registered with the Registration of Deeds Office, pursuant to Applicable Laws, by an agent appointed jointly by the Parties. For the avoidance of doubt, in the event that there is a change in the prevailing Applicable Laws and the registration of the Land Lease Agreement is no longer required under such prevailing Applicable Laws at that time, the registration of the Land Lease Agreement shall no longer be a condition precedent.

(b) Secondary Conditions Precedent to Fujita Contributions

The obligations of Fujita to make the Fujita Contributions pursuant to Clause 3.2(a) is subject to the fulfilment (or waiver by Fujita, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) the MAPCO Warranties are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date;
- (ii) MAPCO shall have performed and complied with all obligations and agreements required to be performed or complied with in this Agreement by it on or prior to the Closing Date;

(c) Secondary Conditions Precedent to MAPCO Contributions

The obligations of MAPCO to make its MAPCO Contributions pursuant to Clause 3.2(b)(ii) are subject to the fulfilment (or waiver by MAPCO, in whole or in part, to the extent permitted by Applicable Laws), on or prior to the Closing Date, of each of the following conditions:

- (i) the Fujita Warranties are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date; and
- (ii) Fujita shall have performed and complied, in all material respects, with all obligations and agreements required to be performed or complied with in this Agreement by it on or prior to the Closing Date.

4.3 Best Endeavour for Fulfilment

The Parties shall use their best endeavours to procure the fulfilment of the Conditions Precedent in Clauses 4.1 and 4.2 and shall keep the other Party duly informed of its progress towards obtaining fulfilment of the same.

4.4 Long Stop Date

In the event that the Conditions Precedent set out in Clause 4.1 and 4.2 are not fulfilled or waived by the relevant Party by the Long Stop Date, then this Agreement shall terminate and none of the Parties shall have any claim against the other for any loss, damages, compensation or otherwise except in respect of a breach by any of the Parties of its obligations under Clause 4.3.

5. PRE-CLOSING UNDERTAKINGS

5.1 The Parties hereby undertake to provide their full support and cooperation to promptly apply for the incorporation of the Company and to obtain the Endorsement.

5.2 MAPCO hereby undertakes that it will, from the Effective Date to the Closing Date:

- (a) maintain the full force and effect of the Head Lease is maintained and not to take, omit to take or permit to be taken any action that may cause the termination of the Head Lease;
- (b) ensure that no Encumbrances over Land are created or subsist;
- (c) obtain the consents for the Project from occupants and land owners of the land parcels surrounding and adjacent to the Land (if necessary);
- (d) provide its full support to register the Land Lease Agreement, which shall include liaising and discussing the registration of the Land Lease Agreement with any relevant Governmental Authority;
- (e) provide its full support to establish the Company, obtain permits, licences and approvals required to undertake the Project and Business, which shall include liaising and discussing with any relevant Governmental Authority including but not limited to DICA, Ministry of Construction, MOEE, CRO and MIC; and

- (f) comply with any and all of its obligations under the Feedstock Supply Agreement, Power Purchase Agreement and Land Lease Agreement, which includes the construction of the rice mills and cooperating with the other Parties to obtain the necessary permits, approvals and licences necessary for the implementation of the Project.

6. CLOSING

6.1 Initial Closing Date and Place

Initial Closing shall take place 5 Business Days after the Initial Conditions Precedent are satisfied or waived by the relevant Party, or any other date as the Parties may otherwise agree (“**Initial Closing Date**”), at the Company’s office located at La Pyat Wun Plaza 37, Alan Pya Pagoda Road, Room No 612 (6th Floor), Dagon Township, Yangon, Myanmar, or such other place agreed to between the parties.

6.2 Initial Closing Actions

- (a) On the Initial Closing Date, Fujita shall:
 - (i) pay the Fujita Initial Contribution in accordance with Clause 3.2(a);
 - (ii) deliver to the other Parties, a copy of its corporate approval that shows that Fujita has the full power and authorization necessary to execute and perform its obligations under this Agreement; and
 - (iii) deliver to the other Parties a letter declaring that the representations and warranties of Fujita set forth in this Agreement are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date.
- (b) On the Initial Closing Date, MAPCO shall:
 - (i) pay the MAPCO Initial Cash Contribution in accordance with Clause 3.2(b)(i);
 - (ii) have executed the Land Lease Agreement and shall contribute the First Rent as its in-kind capital contribution in accordance with the Land Lease Agreement;
 - (iii) deliver to the other Parties, a copy of its corporate approval that shows that MAPCO has the full power and authorization necessary to execute and perform its obligations under Clause this Agreement; and
 - (iv) deliver to the other Parties a letter declaring that the representations and warranties of MAPCO set forth in this Agreement are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date.

- (c) On the Initial Closing Date, the Parties shall procure the Company to sign a deed of accession whereby it shall become a party to this Agreement and be bound by the terms and conditions herein.
- (d) On the Initial Closing Date the Company shall deliver to each Party share certificates representing the number of Shares that such Party has subscribed to.

6.3 Second Closing Date and Place

Second Closing shall take place 10 Business Days after the Secondary Conditions Precedent are satisfied or waived by the relevant Party, or any other date as the Parties may otherwise agree ("**Second Closing Date**"), at the Company's office located at La Pyat Wun Plaza 37, Alan Pya Pagoda Road, Room No 612 (6th Floor), Dagon Township, Yangon, Myanmar, or such other place agreed to between the parties.

6.4 Second Closing Actions

- (a) On the Initial Closing Date, Fujita shall:
 - (i) pay the Fujita Second Contribution in accordance with Clause 3.3(a);
 - (ii) deliver to the other Parties a letter declaring that the representations and warranties of Fujita set forth in this Agreement are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date.
- (b) On the Initial Closing Date, MAPCO shall:
 - (i) pay the MAPCO Second Contribution in accordance with Clause 3.3(b);
 - (ii) deliver to the other Parties a letter declaring that the representations and warranties of MAPCO set forth in this Agreement are accurate, true, correct and not misleading on the Closing Date and at all time between the date of this Agreement and the Closing Date.
- (c) On the Second Closing Date the Company shall deliver to each Party share certificates representing the number of Shares that such Party has subscribed to.

6.5 Failure to Close

If a Party fails or is unable to carry out any of its obligations imposed on it under Clause 6.2 or 6.4 as the case may be, the Party not in default may by notice in writing to the Party in default:

- (a) terminate this Agreement without liability on its part and without prejudice to any rights or remedies that it may have in respect of any antecedent breach by the other Party;
- (b) proceed with Closing so far as is practicable (without prejudice to any other rights or remedies it may have in respect of such said default) including subscribing for such

Shares which would result in the non-defaulting Party holding a higher interest in the Company beyond what has been contemplated, to the extent permitted by Applicable Laws; or

- (c) defer Closing by a period of not more than 15 Business Days to such other date as it may specify in such notice (such that the provisions of Clause 6.2 or 6.4 and this Clause 6.5 shall apply to Closing as so deferred).

6.6 Post-Closing Actions

The Parties shall procure and shall cause the Company to, no later than the next Business Day after the Initial and Second Closing Date, to update the Form 6 of the Company by submitting the necessary documents to the CRO and update the Company's member registration book.

7. COVENANTS

- 7.1** Fujita shall undertake any and all actions necessary for Fujita to fulfil its role set out in Clause 2.4(a).

- 7.2** MAPCO shall:

- (a) undertake any and all actions necessary for MAPCO to fulfil its role set out in Clause 2.4(b); and
- (b) comply with any and all of its obligations under the Land Lease Agreement, Feedstock Supply Agreement and Power Purchase Agreement. In particular, MAPCO shall ensure that no Encumbrances over Land are created or subsist and that the full force and effect of the Head Lease is maintained, which shall include complying with the terms and conditions of the Head Lease, making payments of the rent under the Head Lease without delay and refrain from taking any action that may cause the termination of the Head Lease

8. REPRESENTATIONS AND WARRANTIES

8.1 Fujita's Representations and Warranties

Fujita hereby represents and warrants to MAPCO that the Fujita Warranties set out in APPENDIX 3 are accurate, true, correct and not misleading as at the date of execution of this Agreement and will continue to be accurate, true, correct and not misleading at all times before Closing subject only to any matter or thing hereafter done or omitted to be done at the request in writing or with the written approval of MAPCO.

8.2 MAPCO's Representations and Warranties

MAPCO hereby represents and warrants to Fujita that the MAPCO Warranties set out in APPENDIX 4 are accurate, true, correct and not misleading as at the date of execution of this Agreement and will continue to be accurate, true, correct and not misleading at all times

before Closing subject only to any matter or thing hereafter done or omitted to be done at the request in writing or with the written approval of Fujita.

8.3 Reliance on the Representations and Warranties

The Parties acknowledge that the other Parties have entered into this Agreement on the basis of and in reliance upon (among other things) the other Parties' Warranties and have been induced by them to enter into this Agreement.

9. INDEMNIFICATION

9.1 Each Party shall indemnify the other Party and hold the other Party, Company, their respective directors, Officers, employees and agents harmless from and against any Losses that the other Party may incur or suffer as a result of, arising out of or in connection with:

- (a) any breach of any representation or warranty set out in APPENDIX 3 or APPENDIX 4, as the case may be;
- (b) the non-fulfilment of or failure to perform any obligation, undertaking or agreement on in this Agreement;

10. DEFINITIVE DOCUMENTS

10.1 Definitive Documents

The Parties agree and acknowledge that the following agreements ("**Definitive Documents**") shall be entered into in connection with the Business:

- (a) a Power Purchase Agreement between Company and MAPCO for the purchase of the electricity generated at the Power Plant ("**Power Purchase Agreement**");
- (b) a Feedstock Agreement between Company and MAPCO for the purchase of rice husk to be used as fuel for the generation of electricity at the Power Plant ("**Feedstock Supply Agreement**");
- (c) a Construction agreement between Company and Fujita for the construction of the Power Plant ("**Construction Agreement**");
- (d) a Land Lease Agreement between Company and MAPCO for the lease of the Land on which the Power Plant is located; and
- (e) an Operation and Maintenance Agreement between Company and BTIT Engineering Solution Pvt. Ltd to delegate the operations and maintenance of the Power Plant ("**Operation and Maintenance Agreement**").

10.2 Power Purchase Agreement

- (a) JVCo shall generate 10,368 MWh/per year and supply the electricity at 11 kV to MAPCO.
- (b) The purchase price for the electric power generated by the Power Plant shall be US\$ 0.092 / kWh, plus any royalty fees payable to the regional government, if any.
- (c) The total amount of electric power generated by JVCo shall be sold to and purchased by MAPCO. In the event that MAPCO is unable to take all or part of the power generated by JVCo, MAPCO shall compensate JVCo for the electric power deemed to have been generated pursuant to the terms of the Power Purchase Agreement.

10.3 Feedstock Supply Agreement

- (a) The Feedstock Supply Agreement shall be entered into between Company and MAPCO, whereby Company will purchase rice husk which will be used as the fuel for the generation of electric power at the Power Plant.
- (b) The purchase price of the rice husk will be 6,000 Kyat per ton, which will be a fixed price for the duration of the Feedstock Supply Agreement.
- (c) MAPCO will guarantee the supply and delivery of 56 tons of rice husk per day.

10.4 Construction Agreement

- (a) The Construction Agreement shall be entered into between Company and Fujita, whereby Company shall be obliged to pay and Fujita will be entitled to receive the construction fee, separately agreed to between the parties to the Construction Agreement.
- (b) Fujita shall furnish or arrange for the architectural, engineering, design and construction services required to complete the Power Plant pursuant to the Construction Agreement.
- (c) The detailed terms and conditions of the services to be provided under the Construction Agreement shall be agreed to between the parties to the Construction Agreement.

10.5 Land Lease Agreement

- (a) The Land Lease Agreement of the Land, which has approximately 1.766 acres, shall allow JVCo to construct and operate the Power Plant without impediment.
- (b) The lease term of the Land Lease Agreement will be 50 years from the effective date of the Land Lease Agreement. For the avoidance of doubt, any construction period necessary to construct the Power Plant and other ancillary facilities, and install machinery and equipment shall be in addition to the above-mentioned period.
- (c) The annual rent of the land shall be 2,500,000 Kyats per acre. This rent is inclusive of any applicable Tax. The Purchaser shall deduct or withhold any withholding,

commercial or other taxes, duties, charges or deductions required under the tax laws of Myanmar.

11. SHAREHOLDERS MEETING

11.1 Meetings and Notices

- (a) The general meeting of the Shareholders shall be held within three (3) months following the end of the previous Fiscal Year of the Company. Extraordinary meetings of the Shareholders may be convened whenever any shareholder holding at least 10% of the issued Shares and entitled to vote provides a requisition to the Company pursuant to Applicable Laws.
- (b) The Managing Director of the Company shall call a Shareholders Meeting pursuant to a resolution of the Board and shall act as the chairman of each Shareholders Meeting. Notice of the Shareholders Meeting shall be sent to all Shareholders in advance at least fourteen (14) days prior to the scheduled date of the said meeting, or such longer period of notice if required by Applicable Laws. If all the Shareholders entitled to receive notice of the Shareholders Meeting unanimously consent otherwise, the meeting may be convened by a shorter notice and in such manner that the Shareholders find necessary.
- (c) The Shareholders Meeting shall be held in Yangon or Singapore or any other place determined by the Board.

11.2 Quorum

- (a) A Shareholders Meeting shall not proceed unless a quorum is present at the time of commencement of the meeting. The presence, in person or by proxy, of holders of more than fifty percent (50%) of the Shares in the Company entitled to vote, with at least one (1) shareholder being from Fujita and one (1) shareholder being from MAPCO, shall constitute a quorum at the Shareholders Meeting.
- (b) If a quorum is not present within half an hour from the time appointed for the holding of a Shareholders Meeting, the Shareholders Meeting shall be adjourned and postponed to the date falling 10 Business Days thereafter at the same time and place. At such postponed Shareholders Meeting, the Shareholders present, in person or by proxy, shall form a quorum.

11.3 Resolutions

- (a) The Shareholders Meeting shall be responsible to decide the matters that require a shareholders resolution under the MCA.
- (b) Each Shareholder of Company shall have one (1) vote for each Share that it holds. Each Shareholder shall exercise its vote together in respect of all of the Shares held by such Shareholder and no vote splitting shall be permitted.
- (c) A resolution at the Shareholders Meeting shall be passed by poll.

- (d) Save for the Shareholder Reserved Matters, and subject to any Applicable Laws requiring a resolution to be passed by a different threshold of votes, a resolution put to a vote shall be adopted by an affirmative vote of such Shareholders representing in the aggregate more than fifty percent (50%) of the total number of Shares held by Shareholders present and voting at the meeting.
- (e) All resolutions put to vote in relation to Shareholder Reserved Matters shall be adopted by an affirmative vote by poll of such Shareholders representing 100 per cent of the total number of Shares held by Shareholders present and voting at the meeting.
- (f) Insofar as permitted by the Applicable Laws, a resolution in writing circulated to all Shareholders and signed by the Shareholders representing an aggregate of Shares necessary to pass the resolution for such matter will be valid and effective as if it had been passed at a Shareholders Meeting duly convened. Any such resolution may consist of several documents in like form, each signed by one (1) or more of the Shareholders. The expressions "in writing" and "signed" include approval by facsimile or e-mail.
- (g) Subject to Applicable Laws, Shareholders Meetings may be conducted by means of telephone or audio-visual conferencing or other methods of simultaneous communication by electronic, telegraphic or other means by which all persons participating in the meeting are able to clearly hear and be clearly heard at all times by all other participants without the need for a Shareholder to be in the physical presence of the other Shareholders, and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Shareholders participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Shareholders in such meeting shall be deemed to be as effective as a resolution passed at a Shareholders Meeting duly convened and held. The minutes of such a Shareholders Meeting shall be circulated to all Shareholders who attended the meeting for comments and the minutes of such meeting, after incorporating the comments (if any) from the Shareholders, and signed by the Chairman of the meeting shall be conclusive evidence of any resolution passed by the meeting conducted in the manner as aforesaid. A meeting conducted by the aforesaid means is deemed held at the place agreed upon by the Shareholders attending the meeting, provided that at least one of the Shareholders participating in the meeting was at that place for the duration of the meeting.

12. BOARD OF DIRECTORS

12.1 Duties of Board

The Board will be responsible for the overall direction, supervision and management of the Company. The Business and affairs of the Company shall be managed by the Board in accordance with this Agreement, which shall include:

- (a) approval of the Business Plan pursuant to Clause 2.3(b);

- (b) convocation of the Shareholders Meeting pursuant to Clause 11.1(b);
- (c) determination of the place of the Shareholders Meeting pursuant to Clause 11.1(c);
- (d) authorizing directors other than the Managing Director to represent the Company pursuant to Clause 15.2(a);
- (e) requesting the Shareholder to extend Shareholders Loans pursuant to Clause 17.3(a);
- (f) approval of the distribution of dividends;
- (g) issuance of new Shares for additional financing purpose pursuant to Clauses 17.1 and 17.4(a);
- (h) other such actions that are required to be resolved by the Board under this Agreement.

12.2 Composition of Board and Alternate Director

- (a) The Parties agree that the Board shall comprise of no less than four (4) directors. Fujita shall have the right to appoint three (3) directors and MAPCO shall have the right to appoint one (1) director. Each Party shall exercise its voting right in favour for the appointment, removal or replacement of the directors nominated by each Party at the Shareholders Meeting. Provided however that, neither Party shall be obliged to vote in favour of the appointment, removal or replacement if the nominated director is prohibited to serve as a director under the MCA.
- (b) The initial directors upon incorporation of Company shall be as follows:

Shareholder	Initial number of Directors Shareholder can appoint	Initial appointees
Fujita	3	Yoshio Saeki Shoichi Inoue Tomohiro Ishii
MAPCO	1	Ye Min Aung

- (c) Fujita shall have the right to nominate the Managing Director. The Managing Director shall be the Chairman of the Board.
- (d) In the event of any death, insanity, incapacity, statutory disqualification, insolvency or any affiliation with any organised crime groups or criminal activity of any of the Company's directors, the relevant Party shall replace the relevant director as soon as reasonably possible.
- (e) The respective rights of the Parties to nominate the directors under this Clause 12.2 shall include their respective rights to remove such directors nominated by them from office at any time, with or without cause, and to replace him with another person.

- (f) A director shall be entitled at any time and from time to time to appoint any person to act as his alternate and to terminate the appointment of such person and the provisions of the M&AA and MCA shall accordingly be complied with. Such alternate director shall be entitled while holding office to receive notices of meetings of the Board and to attend and vote as a director at any such meetings at which the director(s) appointing him is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of his appointer. Further, such alternate director shall be entitled to exercise the vote of the director appointing him at any meetings of the Board and if such alternate director represents more than one (1) director, such alternate director shall be entitled to one vote for every director he represents.
- (g) There shall be no shareholding qualification for the appointment of a director or alternate director.

12.3 Board Meetings

- (a) Subject to compliance with the Applicable Laws, a meeting of the Board shall be convened by the Managing Director or upon demand of any other director, at least once every year.
- (b) All physical meetings of the Board shall be held in Yangon (Myanmar) or Singapore unless otherwise agreed in writing by the Board. In the event that any Myanmar national director is unable to procure the visa requirement for travelling to Singapore, such director shall be entitled to participate pursuant to Clause 12.4.
- (c) Notwithstanding the agreed schedule of Board meetings, a notice (or such period of notice in respect of any particular meeting as may be agreed by all the directors or as may be required under Applicable Laws) of each meeting of the Board specifying the date, place and time of the meeting and the business to be transacted at such meeting shall be given to all directors no less than seven (7) days prior to such meeting, provided however that, the notice period may be shortened by agreement of all the directors.
- (d) The Company shall produce and deliver to all of the directors, as soon as practicable after each meeting of the Board, and in any event within 14 days thereafter, minutes of such meeting.

12.4 Conference

To the extent permitted by Applicable Laws, the directors may participate in a meeting of the directors physically or by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can clearly hear one another, without a director being in the physical presence of another director or directors, and participation in a meeting pursuant to this Clause 12.4 shall constitute presence in person at such meeting, to the extent that it is not inconsistent with the M&AA.

12.5 Quorum and Resolutions

- (a) The quorum for all Board meetings shall be constituted with at least three (3) directors with at least two (2) director being from Fujita and one (1) director being from MAPCO present at the meeting. The director shall be present throughout the meeting to be considered present for the purpose of the quorum. If a quorum is not present half an hour from the time appointed for the holding of a Board meeting, the meeting shall be adjourned and postponed to the date falling 10 Business Days thereafter at the same time and place. At such postponed meeting, the directors present in person or by his alternate shall constitute a quorum.
- (b) Save for the Board Reserved Matters, and unless otherwise required by Applicable Laws, all resolutions of the Board will be adopted by a simple majority of the votes of the directors present in person or by alternate who shall function as an alternate director for that particular Board meeting. Each director or his appointed alternate, as the case may be, will have one (1) vote. In the event of equality of voting, the Chairman shall have a second or casting vote.
- (c) All resolutions of the Board in relation to Board Reserved Matters require the unanimous approval of all Directors before being adopted by the Board or the Board taking any action or decision in relation to such Board Reserved Matters.
- (d) Subject to Applicable Laws, a resolution in writing circulated to all directors for the time being and signed by a majority of the Board (or all Directors for Board Reserved Matters pursuant to Clause 12.5(c)) will be valid and effective as if it had been passed at a Board's meeting duly convened and held. Any such resolution may consist of several documents in like form, each signed by one (1) or more directors. Such resolution shall be circulated to each Shareholder at the same time as such are circulated to the directors. Where a director dissents, such dissenting director shall provide notice of his dissent to all directors within seven (7) days of the circulation of the resolution in writing to him. Minutes for such resolution by circulation shall be made and recorded pursuant to Applicable Laws.

13. DEADLOCK

13.1 Deadlock event

There is a "**Deadlock**" if a resolution is proposed to approve a Board Reserved Matter or Shareholder Reserved Matter is not passed after two (2) attempts as a result of failure to achieve the required majority.

13.2 Deadlock Notice

Any Shareholder may within 28 days of the meeting at which the deadlock arises serve notice on the other Shareholder ("**Deadlock Notice**"):

- (a) stating that in its opinion a deadlock has occurred; and
- (b) identifying the matter giving rise to the deadlock.

13.3 Referral to Chairman

The Shareholders undertake that they shall:

- (a) on the date of service of the Deadlock Notice, refer the matter giving rise to the deadlock to [the CEO of each Shareholder] for resolution; and
- (b) use all reasonable endeavours in good faith to resolve the dispute.

13.4 Deadlock Resolution Notice

- (a) If the Deadlock is not resolved within 14 days from the date the Deadlock matter is referred to the CEO]in accordance with Clause 13.3(a) (“**Resolution Period**”) the Shareholder who proposed the resolution and voted in favour of the resolution (“**Server**”) may serve a notice (“**Deadlock Resolution Notice**”) on the other Shareholder who voted against the resolution within 28 days of the expiry of the Resolution Period.
- (b) If the Deadlock Resolution Notice is issued after the Lock-up Period, the Deadlock Resolution Notice shall:
 - (i) if the Server is Fujita, require MAPCO to sell all of its Shares to Fujita and/or a third party designated by Fujita within 30 Business Days from the date of the Deadlock Resolution Notice.;
 - (ii) if the Server is MAPCO, require Fujita to sell all of its Shares to MAPCO and/or a third party designated by MAPCO within 30 Business Days from the date of the Deadlock Resolution Notice.
- (c) If the Deadlock Resolution Notice is issued within the Lock-up Period, the Deadlock Resolution Notice shall either elect to resolve the Deadlock by:
 - (i) submitting the Deadlock to mediation in Singapore in accordance with the Mediation Rules of the Singapore International Mediation Centre (“**SIMC**”) for the time being in force. There shall be one mediator and the mediation shall be in English. If the Parties are unable to jointly appoint a mediator, SIMC shall appoint a mediator; or
 - (ii) arbitration pursuant to Clause 23.2.

14. DETERMINATION OF FAIR VALUE

14.1 Fair Value

An Independent Expert shall be appointed to determine the Fair Value for the purposes of Clause 13 and Clause 16.3. The fair value of the Shares shall be the value that the Independent Expert certifies to be the fair market value in his opinion based on the following assumptions (“**Fair Value**”):

- (a) all relevant circumstances, facts, opinions and relevant evidence provided by the Parties shall be taken into consideration, including the size of the transferor's shareholding, non-marketability, majority/minority ownership or other similar facts, and the rights or restrictions applying to such Shares under this Agreement or the Articles;
- (b) the sale is between a willing buyer and a willing seller on the open market;
- (c) the sale is taking place on the date on the date of service of the Deadlock Resolution Notice (in the case of Clause 13) or the date of the Fujita Exit Notice (in the case of Clause 16.3);
- (d) if the Company is then carrying on its Business as a going concern, on the assumption that it shall continue to do so; and
- (e) the Shares are sold free of all Encumbrances.

14.2 Independent Expert's determination of Fair Value

- (a) If any problem arises in applying any of the assumptions set out in Clause 14.1, the Independent Expert shall resolve the problem in whatever manner he, in his absolute discretion, deems appropriate.
- (b) The Independent Expert shall be requested to determine the Fair Value of the Shares within 20 Business Days of his appointment and to notify the Parties in writing of his determination with written reasons.

14.3 Submissions to the Independent Expert

The Parties shall provide the Expert with such assistance and documents as the Independent Expert reasonably requires for reaching a decision, subject to the Independent Expert agreeing to give such confidentiality undertakings as the Parties may reasonably require.

14.4 Independent Expert's determination and decision

To the extent not provided for by this Clause, the Independent Expert may, in his reasonable discretion, determine such other procedures to assist with the conduct of the determination as he considers just or appropriate.

14.5 Independent Expert's decision is final and binding

The Independent Expert shall act as an expert and not as an arbitrator. The Independent Expert's written decision on the matters referred to him shall be final and binding on the Shareholders in the absence of manifest error or fraud.

14.6 Independent Expert's costs

The Independent Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Independent Expert) shall be borne by the Shareholders in accordance with the Shareholding Proportions.

15. MANAGING DIRECTOR

15.1 Appointment of the Managing Director

The Managing Director shall be nominated by Fujita.

15.2 Role of the Managing Director

- (a) The Managing Director shall manage the day-to-day business operation of the Company. The Managing Director shall be the sole and legal representative of the Company and the other directors shall not have the right to represent the Company unless specifically authorised by the Managing Director or the Board.
- (b) Except for the matters that require to be resolved by the Shareholders Meeting or the Board, either by Applicable Laws or this Agreement, including the Shareholder Reserved Matters and the Board Reserved Matters, all business affairs of the Company shall be decided and determined by the Managing Director.
- (c) The Managing Director shall be responsible for the implementation of the resolutions made by the Board.

16. RESTRICTIONS ON SHARE TRANSFER

16.1 Transfer Restrictions

- (a) Any Transfer of Shares shall not be in violation of Applicable Laws, and shall be conditional upon the obtaining of all necessary regulatory approvals and must comply with the provisions of this Clause 16. The Company shall not, and the Shareholders shall procure that the Company shall not, register any transferee as the holder of any Shares unless the provisions of this Clause 17 have been complied with.
- (b) No Shareholder shall directly or indirectly create or permit to subsist any assignment, charge, pledge, lien or other encumbrance of any nature whatsoever over all or any of its Shares or Transfer its Shares, except where it is:
 - (i) expressly permitted or required under this Agreement and carried out in accordance with the terms of this Agreement;
 - (ii) with the prior written consent of the Board;
 - (iii) complies with Clause 16.2;

- (iv) first offered to the other existing Shareholders in accordance with Clause 16.4;
- (v) Clause 16.7 is complied with (as may be applicable in the case of a Full Exit);and
- (vi) subject to Applicable Laws, including obtaining MIC's approval.

16.2 Lock up Period

The Parties agree not to Encumber, Transfer, grant any option for the purchase or otherwise dispose of the Shares, without the prior written consent of the other Party, for a period of 15 years from the Commercial Operation Date ("**Lock-up Period**").

16.3 Fujita Exit

- (a) At any time after the term of the International Consortium Agreement expires, Fujita may request in writing for MAPCO to purchase its Shares ("**Fujita Exit Notice**") at the higher of US\$ 1 or 80% of the book value of the Company. For the avoidance of doubt, in the event that Fujita requests MAPCO to purchase its Shares, MAPCO shall be obligated to purchase Fujita's Shares.
- (b) Upon the Transfer of the Fujita Shares to MAPCO, Fujita shall cease to be a party to this Agreement. Any Shareholder's Loan extended by Fujita to the Company shall be immediately repaid and, save for any obligation to pay damages or indemnification to another Party under this Agreement, any and all obligations or liabilities that Fujita has incurred in the capacity as Shareholder of Company shall be assumed by MAPCO.

16.4 Right of First Refusal

- (a) If at any time after the Lock-up Period a Shareholder (the "**Transferring Shareholder**") desires to Transfer its Shares ("**Sale Shares**") to any third party (the "**Intended Transferee**"), the Transferring Shareholder shall inform the other Shareholder in writing (the "**Transfer Notice**") of the conditions under which the Sale Shares are to be Transferred, which shall include:
 - (i) the number of Shares it proposes to sell;
 - (ii) the price of Shares intended to be offered;
 - (iii) the intended Transfer date ("**Transfer Date**");
 - (iv) the name and address and other reasonable details of the Intended Transferee, and the ultimate beneficial owners of the Intended Transferee (except to the extent that this is not practicable because such beneficial ownership lies in the hands of the general public investing in a publicly listed company);
 - (v) the representation and warranties the Transferring Shareholder intends to offer to the Intended Transferee; and

- (vi) all other material terms of the transfer of the Sale Shares.
- (b) The other Shareholder ("**Other Shareholder**") shall have the right ("**First Refusal Right**"), but not an obligation, to purchase all (but not some) the Sale Shares under the same conditions as offered to the Intended Transferee provided that the Other Shareholder shall notify the Transferring Shareholder within forty five (45) Business Days of receipt of the Transfer Notice ("**First Refusal Period**") of its intention to exercise its First Refusal Right under this Clause 16.4 with respect to all (and not part only) of the Shares of the Transferring Shareholder (the "**First Refusal Notice**").
- (c) Should the Other Shareholder fail to submit a First Refusal Notice within the First Refusal Period to the Transferring Shareholder, the Transferring Shareholder may proceed with the Transfer of all (and not part only) of the Sale Shares to the Intended Transferee under the conditions described in the Transfer Notice.

16.5 Tag-Along Rights

- (a) If the Transferring Shareholder is Fujita and the proposed sale by Fujita of its Shares will result in:
 - (i) the Intended Transferee (other than any of the Shareholders) directly or indirectly acquiring or becoming entitled to acquire more than 50% of the issued share capital of the Company; or
 - (ii) Fujita ceasing to be a Shareholder,

Fujita shall before the Transfer Date, if so required by the Other Shareholder, procure that the Intended Transferee offers to purchase all (and not some) of the Shares then held by the Other Shareholders ("**Tag-Along Shares**") in writing ("**Tag-Along Offer**").
- (b) The Tag-Along Offer shall:
 - (i) set out the material terms and conditions (including price, representation and warranty, transfer date) for the purchase of the Tag-Along Shares, which shall be the same as those available to the Transferring Shareholder in respect of the Sale Shares;
 - (ii) the date by when the Other Shareholder need to accept the Tag-Along Offer, which shall be a period not less than 30 days from the date of the Tag-Along Offer ("**Tag-Along Period**"). For the avoidance of doubt, if the Tag-Along Offer is not accepted by such date, the Tag-Along Offer shall lapse;
 - (iii) allow each of the Other Shareholders shall be entitled to exercise (at their option) their tag along rights in respect of all (and not part) of the Tag-Along Shares.
- (c) The Other Shareholders may accept, during the Tag-Along Period, the Tag-Along Offer by serving to the Transferring Shareholder and the Intended Transferee a notice

in writing of its acceptance. A copy of such acceptance shall be provided to the Company.

- (d) If any of the Other Shareholders accepts the Tag-Along Offer within the Tag-Along Period, the Intended Transferee shall purchase the Tag-Along Shares. The completion of the sale and purchase of the Tag-Along Shares shall take place with the Sale Shares, on the date specified in the Tag-Along Offer.
- (e) In the event that Fujita fails to procure the Third Party Purchaser to make a Tag-Along Offer, Fujita shall not be entitled to transfer the Sale Shares to the Third Party Purchaser.

16.6 Drag-Along Rights

- (a) In the event of a proposed Transfer of Fujita's Shares to a third party purchaser, and the Other Shareholder(s) does (do) not to exercise its (their) rights under Clause 16.4 or 16.5 during the stipulated time limits, Fujita may serve a written notice ("**Drag-Along Notice**") to require the Other Shareholder(s) ("**Dragged Shareholder**") to sell their Shares ("**Drag-Along Shares**") to the Intended Transferee.
- (b) The Drag-Along Notice shall set out the material terms and conditions (including price, representation and warranty, transfer date) for the purchase of the Drag-Along Shares, which shall be the same as those available to the Transferring Shareholder in respect of the Sale Shares. In the event that a Drag-Along Notice is issued to the Dragged Shareholder, the Dragged Shareholder shall sell its Drag-Along Shares to the Intended Transferee.
- (c) The completion of the Transfer of the Sale Shares from the Fujita to the third party purchaser shall occur at the same time as the Transfer of the Tag-Along Shares by the Dragged Shareholder to the Intended Transferee, which shall be the date specified in the Drag-Along Notice.

16.7 Parties Full Exit

In the case of a full exit or transfer of Shares by the Shareholders to the Intended Transferee representing 100% of the issued share capital of the Company ("**Full Exit**") pursuant to Clause 16.4 (*Tag-Along Rights*) and Clause 16.5 (*Drag-Along Rights*), MAPCO may elect to amend the Definitive Documents (remaining in force at the time of the Full Exit) to reflect current market prices and/or term's length terms ("**Amendments**") at the time of the Full Exit and the Shareholders agree to vote in favour of all resolutions necessary to effect the Amendments prior to the full exit or transfer of Shares by the Shareholders to the Intended Transferee.

16.8 Waiver

The restrictions imposed by this Clause 16 may be waived in relation to any proposed transfer of Shares with the consent of all Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Clause 16.

16.9 Completion of the transfer of the Sale Shares

- (a) At completion, the Intended Transferee or the Other Shareholder, as the case may be, must pay to the Transferring Shareholder the price of the Sale Shares:
 - (i) by cash or bank cheque; or
 - (ii) by instructing its banker to effect, on the completion date, the remittance of the price of the Sale Shares into a bank account designated by the Transferring Shareholder.
- (b) At completion, the Transferring Shareholder shall deliver:
 - (i) to the Intended Transferee:
 - (A) a duly executed share transfer forms for the Shares being transferred;
 - (B) clean title in Sale Shares free of any Encumbrance; and
 - (C) the share certificates for Sale Shares (if issued); and
 - (ii) to the Company, resignation letter of any director or directors appointed by the Transferring Shareholder whom, following completion, the Transferring Shareholder is no longer entitled to appointment, unless otherwise agreed between such director and the New Shareholders.
- (c) The Transferring Shareholder and the Intended Transferee shall use their best endeavours to obtain MIC approval for the Transfer of the Sale Shares, and all Shareholders shall procure that the directors nominated by them do everything to effect the Transfer of the Sale Shares. For the avoidance of doubt, the Transfer of the Sale Shares is subject to the approval by the MIC.
- (d) Immediately after completion and subject to Clause 16.10, the Shareholders shall procure that the Company submits to the CRO a duly completed and signed Form 6 and/or share transfer form (as applicable and required by CRO), in relation to: (i) the Transfer of the Sale Shares and (ii) the change in composition of the Shareholders in connection with the foregoing, and update the member's registration book.

16.10 New Shareholder

- (a) Notwithstanding any approval of the board pursuant to 16.1(b)(ii), no Party shall Transfer or issue, or grant any interest in or Encumbrance over, Shares to a person not already a Shareholder unless that person has executed and delivered to each Shareholder and the Company a Deed of Adherence.
- (b) The Parties shall ensure that the Company does not register in its records or otherwise recognise any interest in or Encumbrance over Shares unless a Deed of Adherence has been executed and delivered as required under Clause 16.10(a), and unless all obligations of the Shareholder under this Agreement have been satisfied.

17. ADDITIONAL CAPITAL AND FURTHER FINANCING

17.1 General Principle for Further Financing

Where the Company requires funding, the Parties agree that such additional financing will be met in the following manner and order:

- (a) internal cash flow of the Company;
- (b) loans, borrowings or other means of financing from banks, financial institutions or other third party lenders ("**Third Party Lenders**") in accordance with the terms and conditions set out in Clause 17.2 ("**External Financing**");
- (c) Shareholders Loans to the Company in accordance with the terms and conditions set out in Clause 17.3; and
- (d) any other source which the Board may consider appropriate from time to time, provided that any further funding involving the issue of Shares shall only be by way of allotment and issue of Shares.

17.2 External Financing

- (a) Any External Financing shall be sought only in the event that the funding requirements cannot be met by internal cash flow of the Company.
- (b) The Shareholders may provide guarantees to the Third Party Lender in the proportion of their respective shareholding in the Company ("**Proportionate Guarantee**"), at the request of such Third Party Lender. For the avoidance of doubt, no Shareholder shall be required to provide a Proportionate Guarantee to a Third Party Lender.
- (c) Subject to Clause 17.2(d), in the event that Proportionate Guarantees are not provided by all the Shareholders, a Shareholder may provide a guarantee to a Third Party Lender for an amount exceeding the proportion of its shareholding in the Company ("**Disproportionate Guarantee**"), provided that such Shareholder shall be entitled to charge the Company a fee for the provision of the Disproportionate Guarantee equal to the Disproportionate Guarantee Fee and such Disproportionate Guarantee Fee shall be paid to such Shareholder no later than the date when the Company is due to pay interest to the Third Party Lender for the External Financing
- (d) In the event that External Financing is sought, the Company shall make reasonable efforts to have the Third Party Lender accept security in forms other than guarantees from the Shareholders.

17.3 Shareholders Loans

- (a) If the Company requires the Shareholders to extend a loan ("**Shareholders Loans**"), the Board may request for Shareholders Loans to be provided by the Shareholders. Shareholders Loans shall be called from Shareholders in accordance with the Shareholding Proportion and the Board shall in connection with such call, request that

the same be made available within twenty (20) Business Days from the date of such call. For the avoidance of doubt, a Shareholder is not bound to participate in any such call or to agree to provide any Shareholders Loan. A Shareholder shall be entitled to participate in such a call with respect to all or part of the portion of the Shareholders Loans called from it.

- (b) If any Shareholder is unable or unwilling to fund its portion of the Shareholders Loans ("**Non-Funding Shareholder**"), then the other Shareholders that has funded its own portion of the Shareholders Loans ("**Funding Shareholder**") shall have the right, but not the obligation, to fund the whole or part of the Non-Funding Shareholder's shortfall in accordance with their relative Shareholding Proportion by making an additional loan ("**Shareholder's Bridging Loan**") to the Company.
- (c) Upon the refinancing in full of all outstanding Shareholders Loans, the Company shall repay or procure the repayment of the Shareholders Loans in full. Upon partial refinancing of all outstanding Shareholders Loans or upon a decision of the Board, the Company shall first repay or procure the repayment of any outstanding Shareholders Bridging Loans in full, followed by any other outstanding Shareholders Loans in accordance with the relative proportion in which they were made available. As regards the repayment of any outstanding Shareholders Bridging Loans, this shall be repaid to the Funding Shareholder in proportion to the advances made by them towards the Shareholders Bridging Loans. For the avoidance of doubt, the repayment of all Shareholders Loans shall include the commercially reasonable interest payable on such loans having considered the prevailing contemporary risk premium of Myanmar.

17.4 Additional Equity Contributions

- (a) Any issue of Shares for purposes of any additional equity contribution shall be issued by the Board and shall be offered to all Shareholders for subscription in accordance with the Shareholding Proportion, subject to any Applicable Laws. In the event of such an offer ("**Subscription Offer**"), all Shareholders may, but shall not be obliged to, subscribe and pay for such of the shares ("**Subscription Offer Shares**") offered to each of them.
- (b) Each Subscription Offer shall be made by notice specifying:
 - (i) the number of the Subscription Offer Shares;
 - (ii) the price at which the same are offered;
 - (iii) the date by which the offer may be accepted by the relevant Shareholder as to all or any of the Subscription Offer Shares comprised in the Subscription Offer (not being less than thirty (30) Business Days from the date the Subscription Offer is made, unless the Shareholder to whom the offer is to be made otherwise agrees); and
 - (iv) the date on which the subscription of the Subscription Offer Shares shall take place (not being less than thirty (30) Business Days from the date specified in Clause 17.4(b)(iii)).

Failing such acceptance, the relevant Shareholder shall be deemed to have declined the Subscription Offer. Any Subscription Offer Shares not accepted for purchase shall be offered to the other Shareholder, if it has taken up all of the Subscription Offer Shares offered to them. Any remaining Subscription Offer Shares may then be disposed of by the Board to any person (including any Shareholder) on terms no more favourable than the terms of the Subscription Offer originally made.

- (c) Notwithstanding the foregoing provisions of this Clause 17.4, any Shareholder may by notice in writing waive his right of pre-emption generally or specifically in advance of any offer of shares and such waiver, once made, shall be deemed irrevocable except with the approval of the Board.
- (d) Notwithstanding Clauses 17.4(a) to (c), the issuance of additional Shares shall only be permitted to the extent and in compliance with any Applicable Laws.

18. ACCOUNTS, REPORTING AND ACCESS TO INFORMATION

18.1 Accounts

- (a) The accounts of the Company shall be audited annually and as far as practicable, kept in accordance with the International Financial Reporting Standards and in compliance with Applicable Laws. The audited accounts (on a consolidated basis) and the report of the Company's auditors ("**Auditors**") shall be made available to each of the Shareholders pursuant to Clause 18.2(b).
- (b) Subject to Applicable Laws, the Auditors shall be any internationally recognized firm of auditors appointed by the Shareholders at a Shareholders Meeting in accordance with Fujita's nomination.

18.2 Reporting Obligations of the Company

The Company will prepare and deliver to the Shareholders the following information:

- (a) unaudited balance sheet and profit and loss account and cash flow statement of the Company within 30 Business Days after the end of each calendar quarter; and
- (b) annual audited accounts of the Company within three (3) months of the end of the Fiscal Year to which they relate.

18.3 Access to Information

The Company will provide such information and such access as is reasonably required by each of the Shareholders or their relevant Representatives in order to:

- (a) satisfy itself that the provisions of this Agreement are being implemented;
- (b) allow it to comply with any obligations to which it is subject under Applicable Laws; and/or

- (c) enable them to effectively manage and monitor the operations of the Business from time to time.

18.4 Maintaining Records

The Company shall keep true and complete accounting records of all operations and such records shall be open to inspection (including taking copies) by the Shareholders or by their duly authorised Representatives during regular business hours at the cost and expense of such Shareholder.

19. CONFIDENTIALITY

19.1 All communications between the Parties and all information and other material supplied to or received by any Party to the other Party in accordance with this Agreement which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone shall be kept confidential by the recipient unless or until compelled or required to disclose by judicial or administrative procedures or in the opinion of its counsel, by other requirements of law, the disclosing Party consent to its disclosure or the recipient can reasonably demonstrate that:

- (a) it is, or part of it is, in the public domain (other than as a result of unauthorised disclosure by any of the Parties), whereupon, to the extent that it is public, this obligation shall cease;
- (b) it is required to be disclosed pursuant to any Applicable Laws or to any competent Governmental Authority or statutory authority or pursuant to rules or regulations of any relevant regulatory, governmental, enforcement, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council);
- (c) it has been disclosed in the proper performance of the relevant Party's obligations under or consequent to this Agreement;
- (d) it is received from a third party without any duty of confidentiality in relation thereto; or
- (e) it is reasonably required to be disclosed in confidence to a Party's professional advisers for use in connection with this joint venture, the preparation of this Agreement, the formation of the Company and/or any other matters contemplated therein.

19.2 The rights and obligations of the Parties under this Clause 19 shall survive the termination of this Agreement for a period of two (2) years.

20. TERM AND TERMINATION

20.1 Term of the Agreement

This Agreement shall take effect from the date of this Agreement without limit in point of time and shall cease and determine upon termination under this Clause 20.

20.2 Events of Termination

This Agreement shall terminate (without prejudice to the Parties' rights in respect of any antecedent breach of this Agreement) on the occurrence of any of the following:

- (a) the dissolution or winding up of the Company;
- (b) only one (1) of the Parties remains the legal and beneficial holder of the Shares;
- (c) upon written agreement of the Parties to terminate the Agreement;
- (d) the Certificate of Incorporation and/or Permit to Trade of the Company expires without further renewal;
- (e) one Party notifying the other Party of its intention to terminate this Agreement due to the occurrence of a Material Adverse Change which is likely to render the Business inadvisable or impracticable to proceed on the terms and in the manner contemplated in this Agreement, including any change in Applicable Laws, and provides convincing, objective and reasonable evidence of this fact;
- (f) the Conditions Precedent are not fulfilled or waived by the relevant Party by the Long Stop Date; and
- (g) an event of force majeure occurs and an undertaking of the Business is rendered inadvisable or impracticable in a manner contemplated in this Agreement.

In the event that a Party ceases to be a Shareholder of the Company, this Agreement shall terminate with regard to such Party.

Upon termination of this Agreement under this Clause 20.2, the Parties agree that the Company shall be wound up in accordance with Applicable Laws.

20.3 Default Transfer

- (a) In addition to and without prejudice to Clauses 20.2, a Party ("**Terminating Shareholder**") shall be entitled to give written notice to another Party upon the occurrence of any of the following events in respect of any such other Party ("**Defaulting Shareholder**"):
 - (i) an order is issued by any court of competent jurisdiction for the winding up or dissolution of a Defaulting Shareholder, and the order or resolution remains in effect for a continuous period of at least thirty (30) days, or any

event analogous thereto shall occur in respect of such Defaulting Shareholder under Applicable Laws.

- (ii) a trustee, receiver, liquidator, administrator, or like official is appointed over the whole or a substantial part of the undertaking or property of a Defaulting Shareholder and the appointment remains in effect for a continuous period at least thirty (30) days, or any event analogous thereto shall occur in respect of such other Party under Applicable Laws.
 - (iii) a Defaulting Shareholder commits a material breach of any of its obligations under this Agreement which is not capable of being remedied, or which is capable of being remedied but has not been remedied within thirty (30) days from the date of the written notice given by the Terminating Shareholder pursuant to this Clause 20.3 requiring such breach to be remedied (or such other date determined by the Terminating Shareholder beyond the initial 30-day period).
- (b) On the occurrence of an event described in Clause 20.3(a) in respect of a Defaulting Shareholder, the Terminating Shareholder may elect, by notice (the “**Default Transfer Notice**”) to the Defaulting Shareholder, to:
- (i) call upon the Defaulting Shareholder to sell and/or to procure the sale of all or part of the Shares held by the Defaulting Shareholder to the Terminating Shareholder, or to direct such sale of all or part of the Shares to a person or persons appointed by the Terminating Shareholder, or both; or
 - (ii) require the Defaulting Shareholder to acquire all (and not only part of) the Shares held by the Terminating Shareholder.

(each such sale or acquisition, as the case may be, hereafter termed a “**Default Transfer**”).

- (c) On the occurrence of an event described in Clause 20.3(a) in respect of a Defaulting Shareholder, the Terminating Shareholders may issue a notice to the Defaulting Shareholder requiring it to pass a resolution for the winding up and dissolution of the Company.

20.4 Default Transfer Price

- (a) The price per Share (“**Default Transfer Price**”) of the Shares to be transferred pursuant to a Default Transfer (“**Default Transfer Shares**”) shall be as agreed between the Parties within 14 days of the Default Transfer Notice. Should the Shareholders fail to agree upon the Default Transfer Price within the aforementioned deadline, they shall jointly appoint an Independent Expert who shall be instructed to assess, within 15 days thereafter, the Book Value per Share.

The Default Transfer Price shall be thereafter determined at:

- (i) where the transferor of the Default Transfer Shares is the Defaulting Party, 80% of the Book Value per Share of the Default Transfer Shares as at the date of the Default Transfer Notice; or
 - (ii) where the transferor of the Default Transfer Shares is the Terminating Shareholder, 120% of the Book Value per Share of the Default Transfer Shares as at the date of the Default Transfer Notice.
- (b) The Default Transfer Price so determined shall be final and binding on the Shareholders save in the case of manifest error by the Independent Expert. The costs for the appointment of such Independent Expert shall be borne exclusively by the Defaulting Shareholder.

20.5 Completion of Default Transfer

- (a) Completion of the Default Transfer shall, subject to Applicable Laws and the necessary consent(s) or approvals from the relevant Governmental Authority (if there be any) being obtained, take place within 60 days from the date of the Default Transfer Notice.
- (b) On completion of the Default Transfer, the transferor shall transfer the Default Transfer Shares to the transferee upon full payment to the transferor of the Default Transfer Price for each such Default Transfer Share. If the Defaulting Party is the transferor, the transferee shall be entitled to deduct or set off against the price of the transfer any and all Losses that may be due and owing by the transferee to the Defaulting Party in respect of any antecedent breach of this Agreement.
- (c) The termination of this Agreement or the cessation of a Party as Shareholder shall not release any Party from such of the provisions herein as are intended by their nature or by their terms to survive termination or such cessation, nor shall such termination or such cessation relieve any Party of any antecedent breaches of any of the terms and conditions of this Agreement.
- (d) The Defaulting Shareholder shall always bear the costs, duties and expenses relating to the Default Transfer.

21. DISSOLUTION AND LIQUIDATION OF THE COMPANY

21.1 The Company shall be liquidated in the following cases:

- (a) the arbitration body mentioned in Clause 23 or a court of competent jurisdiction declares this Agreement to be terminated;
- (b) an approval from a Governmental Authority indispensable to conduct the Business is revoked (provided that the Parties shall use their best endeavours to prevent revocation or, as the case may be, cause the Governmental Authority to withdraw the revocation or issue a new approval);
- (c) if all or any material part of the assets of the Company are expropriated by any Governmental Authority;

- (d) if any Governmental Authority having authority over a Party requires a provision of this Agreement to be revised in such a way causing a Material Adverse Change;
- (e) if the United Nations Security Council, United States of America, European Union and/or Japan imposes broad based economic sanctions against Myanmar prohibiting or restricting the undertaking or implementation of the construction, management, maintenance and/or operations related to the Project or Business, as presented to the MIC for the Endorsement application;
- (f) if the Terminating Shareholder chooses to wind up and dissolve the Company pursuant to Clause 20.3(c); or
- (g) as mandated under Myanmar laws.

21.2 The Company shall only be liquidated after fulfilment of its debts and any obligations to the furthest extent possible unless the Board and all of the Shareholders agree to file for the bankruptcy of the Company with the relevant Governmental Authorities in accordance with Myanmar laws.

21.3 The liquidation of the Company shall be carried out in accordance with procedures as regulated by Myanmar laws.

22. GOVERNING LAW

The provisions of this Agreement, including the existence and validity of this Agreement, shall be governed by and construed in accordance with the laws of Singapore.

23. DISPUTE RESOLUTION

23.1 Any disputes or claims arising from this Agreement shall be notified by the claimant to the other Party indicating the nature of the dispute or claim and the relief requested. The Parties (each with the authority necessary to settle such dispute or claim) shall meet within 30 days of delivery of such notice at a place agreed by the Parties to attempt, in good faith, to settle the dispute or claim. Any settlement reached shall be recorded in writing and signed by the Parties.

23.2 Any disputes or claims arising out of or in connection with this Agreement not resolved in the manner set out above in Clause 23.1 within 30 days from the meeting held by the Parties (or the first meeting in a case where more than one meeting is held), shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference to this Clause 23.2. The language of arbitration shall be English and the sole arbitrator shall be appointed by the President of the court of arbitration of SIAC. Such arbitration shall be final and binding on the Parties.

24. GENERAL PROVISIONS

24.1 Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the same, whether such be written or oral.

24.2 Release

Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by it in its absolute discretion as regards any other Party under such liability without in any way prejudicing or affecting its rights against such other Party.

24.3 No Waiver

- (a) No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

24.4 Continuing Effect of Agreement

All provisions of this Agreement shall not, so far as they have not been performed at Closing, be in any respect extinguished or affected by Closing or by any other event or matter whatsoever and shall continue in full force and effect so far as they are capable of being performed or observed.

24.5 Successors and Assigns

This Agreement shall be binding on and shall inure for the benefit of each of the Parties' successors and assigns. No Party may assign or transfer any of its rights, benefits or obligations under this Agreement without the prior consent in writing of the other Party. Any reference in this Agreement to any of the Parties shall be construed accordingly.

24.6 Further Assurance

At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.

24.7 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

24.8 Force Majeure

- (a) No Party shall be responsible for any failure to fulfil any provisions of this Agreement if and to the extent that fulfilment has been delayed, hindered, interfered with or prevented by force majeure occurrences including, but not limited to, acts of god, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, acts of governments or governmental bodies (including, but not limited to, military, legislative bodies, courts and executive bodies), fire, earthquakes, cyclones, action of the elements or any other matters, whether similar or dissimilar in character to those heretofore enumerated, beyond the reasonable control of the Party affected by the same.
- (b) In the event of any force majeure occurrence, a Party claiming to be affected thereby shall promptly notify the other Party, giving full particulars thereof, and shall use its best efforts to remedy such failure of fulfilment with all reasonable dispatch. Such affected Party shall continue to keep the other Party fully advised of the progress being made with respect to such efforts.
- (c) Nothing contained in this Clause 24.8 shall prevent a Party from initiating arbitration proceedings pursuant to Clause 23.

24.9 Fees and Expenses

- (a) Each Party shall be responsible for its own costs and expenses that it may incur in relation to the Project prior to the establishment of the Company.
- (b) Notwithstanding Clause 24.9(a), all and any fees incurred for the mutual benefit of the Parties prior to the establishment of the Company, which may include professional fees and research costs, advanced by Fujita, will ultimately be borne by the following parties:
 - (i) In a case where the Company is successfully incorporated, the fees and costs advanced by Fujita shall be reimbursed by the Company.
 - (ii) In case where the Company is not incorporated, Fujita shall bear the fees and costs.
 - (iii) Notwithstanding Clause 24.9(b)(ii) above, in a case where the Company is not incorporated but MAPCO had given prior approval to the fees and costs advanced by Fujita, the Parties shall be responsible for the fees and costs pursuant to their respective Shareholding Proportion agreed to in this

Agreement. For the purpose of this Clause 24.9(b)(iii), the Parties approve any costs for the incorporation of the JVCo, obtaining the Endorsement for the Project and obtaining licences for the goods to be imported for the Project.

- (c) Company shall be responsible for any and all expenses that arise after the incorporation of Company, subject to authorisation by the Board of such expenses.
- (d) Company shall be responsible for any and all expenses that are incurred in relation to the registration of the Land Lease Agreement with the Registration of Deeds Office.

24.10 Severability of Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

24.11 Communications

- (a) All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, courier services or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number, and marked for the attention of such person (if any), designated by it to the other Party for the purposes of this Agreement or to such other address or facsimile number, and marked for the attention of such person, as a Party may from time to time duly notify the other Party in writing.
- (b) The addresses, facsimile numbers, telephone numbers and persons (if any) so designated by the Parties are set out below:

Fujita Address: 4-25-2, Sendagaya, Shibuya-ku, Tokyo, Japan
 Attention: Yoshio Saeki
 Tel No.: (81)-3-3796-3201
 Facsimile No.: (81)-3-3796-2780

MAPCO Address: No 100, Warden St & Kannar St, Seikkan Township,
 Yangon, Myanmar
 Attention: Managing Director
 Tel No.: 01-2301652
 Facsimile No.: 01-2301653

- (c) Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile, if applicable) immediately or (if given or made by letter or courier services) two (2) Business Days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed, and duly stamped and posted or that the facsimile transmission (if applicable) was properly dispatched and with receipt of proper confirmation.

24.12 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) facsimile or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other Party with the original of such counterpart as soon as reasonably possible thereafter.

24.13 Variation

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "**variation**" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied. No course of dealing among the Parties shall be deemed to modify, amend or discharge any provision or term of this Agreement. No delay by any Party in the exercise of any of its rights or remedies shall operate as a waiver thereof, and no single or partial exercise by any Party of any such right or remedy shall preclude the other Parties from further exercise thereof. Waiver of any right or remedy on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any other occasion.

24.14 No Partnership

Nothing in this Agreement is deemed to neither constitute a partnership between the Parties nor constitute any Party the agent of the other or any other Party for any purpose.

24.15 Time of the Essence

Time shall be of the essence of this Agreement, both as regards any time, date or period originally fixed or any time, date or period which may be extended by agreement between the Parties.

[Signature page follows.]

IN WITNESS WHEREOF this document has been executed as a deed on the date stated at the beginning.

SIGNED BY

Shoichi Inoue

for and on behalf of

Fujita Corporation

in the presence of:

和生 沙綾香

Signature of the witness

HATSUSHEKA SAYAKA

Name of the witness (block letters)

井上 祥一

Signature of

SIGNED BY

Ye Min Aung

for and on behalf of

**Myanmar Agribusiness Public
Corporation (MAPCO) Limited**

in the presence of:

Hweikull

Signature of the witness

HWEI-KIM CHIN

Name of the witness (block letters)

*

Signature of

Power Purchase Agreement

BETWEEN

Myaung Mya FM Biomass Power Co., Ltd

and

Myanmar Agribusiness Public Corporation (MAPCO) Limited

DATED THE 18th DAY OF May 2017

TABLE OF CONTENTS

CLAUSE	PAGE
1. Definitions and Interpretation	3
2. Conditions Precedent	8
3. Representations and warranties	9
4. Sale and purchase of energy output	9
5. facility	11
6. meter	13
7. charge.....	14
8. suspension	15
9. force majeure	15
10. environmental rights	16
11. insurance	16
12. Transaction Documents.....	16
13. Limitation of liability	17
14. termination.....	17
15. governing law and dispute resolution	19
16. miscellaneous	20

Schedules

THIS POWER PURCHASE AGREEMENT ("Agreement") is made on the 18th day of May 2017 ("Signing Date")

BETWEEN:

- (1) Myaung Mya FM Biomass Power Co., Ltd (Company Registration Number: 1131 FC/2016-2017), a company incorporated under the laws of the Union of the Republic of Myanmar and having its registered office at Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, Myanmar ("**Power Producer**"); and
- (2) Myanmar Agribusiness Public Corporation (MAPCO) Limited (Company Registration Number: 134/2012-2013), a company incorporated under the laws of the Republic of the Union of Myanmar and having its registered office address at MAPCO Building, No. 100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (port) Township, Myanmar ("**Customer**"),

(collectively the "**Parties**", and each individually a "**Party**").

WHEREAS:

- (A) The Power Producer is desirous to develop, construct, operate, finance and maintain a Facility that will utilise rice husk as feedstock.
- (B) On the date of this Agreement, the Parties have entered or shall enter into a Feedstock Supply Agreement for the sale of rice husk by the Customer to the Power Producer ("**FSA**").
- (C) The Customer owns the Project Site. On the date of this Agreement, the Parties have entered into a lease whereby the Customer shall lease the Project Site to the Customer ("**Lease**") which Project Site shall be used as the site for the Facility.
- (D) The Power Producer is desirous to sell to the Customer, and the Customer is desirous to buy from the Power Producer, all electric power generated by the Facility in accordance with the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following capitalised terms shall have the following meaning, unless the context otherwise requires.

"**Actual Commercial Operation Date**" means the first day on which Commercial Operation occurs;

"**Affiliate**" means in relation to any person, any other person directly or indirectly Controlling, who is Controlled by, or who is under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;

"**Aggregate Liability Cap**" has the meaning given to it in Clause 13.2(b);

"**Annual Energy Output**" has the meaning given to it in Clause 4.6;

"**Annual Take or Pay Energy Output**" has the meaning given to it in Clause 4.4(a);

"**Annual Liability Cap**" has the meaning given to it in Clause 13.2(a);

"**Applicable Law**" has means with respect to any person, any law, rule, regulation, statutory provision, directive, treaty, judgement, decree of any Governmental Authority (including stock exchange), or notification of any Governmental Authority, including any promulgation, announcement, order, direction or written policy of the Government having the force of law thereof of the jurisdiction in which such company is subject thereto and applicable in the circumstances;

"**Big Four Accounting Firms**" means either PricewaterhouseCoopers, Deloitte, Ernst & Young or KPMG;

"**Billing Period**" means the period for which an invoice is issued by the Power Producer under Clause 7.2(a);

"Business" means the operating and maintenance of the Facility to produce and sell electricity;

"Business Day" means a day, other than a Saturday, Sunday or a public holiday, on which commercial banks are open for ordinary banking business in Myanmar, Japan and Singapore;

"Charge" means the charge payable by the Customer to the Power Producer for the Energy Output supplied to the Customer as calculated in accordance with Schedule 4;

"Charge Rate" means the rate at which the charges for the Energy Output are calculated as specified in Schedule 4 and if such rate is adjusted pursuant to the provisions of this Agreement, the term **"Charge Rate"** includes such adjusted rates;

"Claims" means any and all suits, sanctions, legal proceedings, claims, actions, assessments, judgments, penalties, demands or fines brought or enforced against a Party;

"Commercial Operation" means when the Facility (i) is mechanically complete; (ii) generates and delivers the Energy Output to the Delivery Point

"Commercial Operation Date" has the meaning given to it in Clause 5.1(e);

"Conditions Precedent" means those conditions set out in Schedule 2;

"Confidential Information" has the meaning given to it in Clause 16.9;

"Construction Start Date" means one (1) calendar month from the date of the Endorsement;

"Control" and **"Controlled"** and **"Controlling"** means;

- (a) the power (whether directly, indirectly or in combination with others and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such number of the members of the board of directors or other governing body of a person necessary to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control or substantially determine the policies and affairs or conduct of business activities of that person; or
- (b) the holding or possession of the legal or beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly), which confer in aggregate on the holders thereof fifty percent. (50%) or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters.

"Customer Default" has the meaning given to it in Clause 14.1(b);

"Customer's Installation" means the switchboard, the cable network and other associated facilities, fittings, equipment and devices to be constructed, installed, operated and maintained by the Customer after the Delivery Point for the purposes of receiving and using the Energy Output supplied by the Power Producer;

"Default Interest Rate" means six per cent (6 %) per annum;

"Deemed Energy Output" means the higher of (i) the average monthly Energy Output delivered to the Delivery Point during the preceding period of three (3) months prior to commencement of the Excuse Event; and (ii) 1.6 MWh;

"Delivery Point" means the point at which the Customer's Installation will be connected to the Facility and where the Energy Output is to be delivered by the Seller to the Customer. The Delivery Point is identified in Schedule 3;

"Discloser" has the meaning given to it in Clause 16.9;

"Discounted Facility Remaining Value" means the Facility Remaining Value with a pre-determined discounted rate as follows;

- (i) where termination occurs in the period of the 1st to 5th year from the Commercial Operation Date, a rate of 20% less than the Facility Remaining Value;
- (ii) where termination occurs in the period of 6th to 10th year from the Commercial Operation Date, a rate of 10% less than the Facility Remaining Value; or
- (iii) where termination occurs in the period of 11th to 15th year from the Commercial Operation Date, a rate of 5 % less than the Facility Remaining Value;

"Dispute" has the meaning given to it in Clause 15.2;

"Early Termination" has the meaning given to it in Clause 14.4(a);

"Early Termination Right" has the meaning given to it in Clause 14.4(b);

"Effective Date" means the date that is one day after the day on which the last of the Conditions Precedent is satisfied or waived in accordance with this Agreement;

"Emergency" means circumstances where urgent action is necessary to protect any one or more people, property or the environment from, or mitigate against, injury, loss or damage in circumstances where such injury, loss or damage is occurring or is imminent;

"Encumbrance" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"Endorsement" means the endorsement obtained from the Myanmar Investment Commission issued under section 25(d) of the Myanmar Investment Law (Pyidaungsu Hluttaw Law No. 40/ 2016);

"Energy Output" means the total net energy generated by the Facility (measured in kWh) in any given period;

"Environmental Rights" has the meaning given to it in Clause 10.1;

"Environmental Incentives" means the characteristics of biomass-fired power generation at the Facility that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Facility and includes:

- (a) environmental and other attributes that differentiate the Energy Output from energy generated by fossil fuel based generation units, fuels or resources;
- (b) characteristics of the Facility that may result in the avoidance of environmental impacts on the environment (including air, soil and water) such as the absence of emission of any oxides of nitrogen, sulphur, carbon, mercury or other gas, chemical, soot, particulate matter or substances;
- (c) compliance of the Facility or the Energy Output with the applicable Laws (international or local), international treaty, trade association membership or otherwise (including the 'rules and standards' of the United Nations' Framework Convention on Climate Change ('UNFCCC'), the Kyoto Protocol to the UNFCCC and other similar or counterpart program implemented in Myanmar;

"Excuse Event" means any breach or default of the Customer's obligations under any Transaction Document (including failure by the Customer to deliver feedstock to the Power Producer in the quality/specification (where the same is rejected by the Customer) or, quantity or on the date as required under the FSA) or any other act of prevention, disruption or interruption of the Customer;

"Excuse Event Period" has the meaning given to it in Clause 4.5(a);

"Facility" means a 1.6 megawatt biomass power plant to be developed and constructed on the Project Site which is operated, financed and maintained by the Power Producer in connection with this Agreement;

"Facility EPC Works" has the meaning given to it in Clause 5.1(a);

"Facility Remaining Value" has the meaning given to it in Schedule 5 Paragraph 1;

"Fair Market Value" means the fair market value of the Facility as determined by an independent valuer appointed from one of any of the Big Four Accounting Firms as mutually agreed and appointed by the Power Producer and Customer. If the independent valuer has not been appointed by mutual agreement between the parties within fourteen (14) days of a request for appointment by either Party, the independent valuer shall be appointed by the Institute of Certified Public Accountants of Singapore (or any body for the time being performing the functions of that official) as soon as practicable on the applicable or request of a Party.

"Force Majeure" means any occurrence which prevents or delays a Party from performing its obligations under this Agreement within the time required for the performance of such obligation and which is beyond the reasonable control and without the fault or negligence of the Party relying on such occurrence and such Party is unable to reasonably prevent or provide against such occurrence and includes wars, hostilities between states, terrorist acts, labour strikes and lock-outs, embargoes, governmental acts and acts by governmental agencies, natural disasters, storms, adverse inclement weather and acts of God;

"FSA" has the meaning given to it in Recital B;

“Governmental Approval” means any approval, consent or other authorisation from, filing with or notice to any Governmental Authority;

“Governmental Authority” means the Government of Myanmar and any ministry, department or political subdivision of the Government of Myanmar and any person under the direct or indirect control of the Government of Myanmar exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the Government of Myanmar or any other national or local government entity, instrumentality, agency, authority, corporation, committee, commission or independent regulatory authority within Myanmar;

“Insolvency Event” means:

- (a) the Party is placed into administration or business rescue;
- (b) a deed of arrangement is entered regarding the Party;
- (c) an application is made to a court for the business rescue or winding up of the Party and such application is not stayed or dismissed within ten (10) Business Days after it is made;
- (d) the Party resolves that it be placed in business rescue or voluntarily wound up;
- (e) a winding up order is made regarding the Party whether provisionally or finally;
- (f) a receiver, receiver and manager, provisional liquidator or liquidator is appointed to the Party;
- (g) a mortgagee takes possession of any assets of the Party;
- (h) the Party notifies the other Party or any creditor of the Party that it is or is deemed under any Law to be insolvent or unable to pay its debts as and when they fall due; or
- (i) anything analogous to any of the above occurs under the Laws of any relevant jurisdiction.

“Invoice Dispute Notice” has the meaning given to it in Clause 7.3(a);

“Law” means any legislation, statute, act, degree, rule, order, treaty, regulation or announcement or any other law, or any interpretation thereof, which has been enacted, issued or promulgated by any Governmental Authority;

“Lease” has the meaning given to it in Recital C;

“Long-Stop Date” has the meaning given to it in Clause 2.5;

“Losses” means any and all damages, losses, liabilities, compensation, costs, charges or expenses that any Party pays, suffers or incurs or is liable for, including:

- (a) all interest and other amounts payable to third parties; and
- (b) all legal fees (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any Claim;

“MAPCO Expected Earnings” has the meaning given to it in the Feedstock Supply Agreement;

“MAPCO Expected Rental” has the meaning given to it in the Land Lease Agreement;

“Meter” means the measuring instrument to be installed by the Power Producer to measure and/or record the quantity of the Energy Output supplied to the Customer at the Delivery Point;

“Modification Works” has the meaning given to it in Clause 5.2(c);

“Notifying Party” has the meaning given to it in Clause 6.2(a);

“Operating Year” means each period of twelve (12) months commencing on each anniversary of the Commercial Operation Date, provided that the final Operating Year shall end on the last day of the Term or the date on which this Agreement is terminated for whatever reason;

“Overdue Amount” has the meaning given to it in Clause 7.5;

“Parties Conditions Precedent” has the meaning given to it in Part B of Schedule 2;

“Power Producer’s Conditions Precedent” has the meaning given to it in Part A of Schedule 2;

“Power Producer Default” has the meaning given to it in Clause 14.1(a);

"Power Producer Party" means the Power Producer, its affiliates, shareholders, contractors, suppliers, operators and their respective agents, employees and representatives;

"Project" means the development, construction, operation and maintenance of the Facility and the supply of the Energy Output to the Customer;

"Project Site" means the land on which the Facility is, or will be when constructed, located, as delineated in the map attached as Schedule 1;

"Prudent Utility Practice" means those practices, methods, acts and procedures conforming to safety and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of a power plant that will utilise rice husk as feedstock or of a similar type as the Facility or a skilled and experienced operator engaged in a similar type of undertaking under the same or similar circumstances. With respect to the Facility, Prudent Utility Practice includes, but is not limited to, taking reasonable steps to ensure that:

- (a) equipment, materials, resources and supplies are available to meet the Facility's needs to generate the Annual Energy Output;
- (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Facility properly and efficiently, and are capable of responding to reasonably foreseeable Emergency conditions whether caused by events on or off the site of the Facility;
- (c) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- (e) equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and
- (f) the equipment will function properly under both normal and Emergency conditions at the Facility;

"Recipient" has the meaning given to it in Clause 16.9;

"Related Dispute" has the meaning given to it in Clause 15.4(a);

"Reporting Rights" means the right to report to any Governmental Authority (whether national or international) or any person, including under applicable Law relating to energy in Myanmar or Japan or under any present or future domestic, international or foreign emissions trading program, that the Power Producer owns the Environmental Rights and the Environmental Incentives;

"Same Arbitral Tribunal" has the meaning given to it in Clause 15.4(a);

"SIAC" has the meaning given to it in Clause 15.3(a);

"Scheduled Commercial Operation Date" means 18 months from the Construction Start Date;

"Supply Period" has the meaning given to it in Clause 4.1;

"Surviving Provisions" means Clauses 15 and 16;

"Tax" means any tax, charge, tariff, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any Governmental Authority, including any value added tax (or other similar indirect taxes which may be in place from time to time), sales tax, stamp duty, import duty, withholding tax (whether on income, dividends, interest payments, fees, equipment, rentals or otherwise), tax on foreign currency loans or foreign currency transactions, excise tax, property tax, registration fee or licence, water tax or environmental, energy or fuel tax (including any fee or charge imposed or assessment on the basis of the carbon or calorific content of fuel);

"Term" means the period from the Signing Date until the expiry of the Supply Period, unless earlier terminated in accordance with this Agreement;

"Termination Payment" means the amount calculated in accordance with paragraph 1 of Schedule 5;

"Transaction Documents" means this Agreement, the FSA and the Lease.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, words importing any gender include every gender;
- (b) references to a "**person**" include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a "**company**" include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) clause headings are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (d) reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation";
- (e) the words "written" and "in writing" include any means of visible reproduction;
- (f) any reference to a statutory provision shall include such provision as from time to time modified or re-enacted in so far as such modification or re-enactment applies or is capable of applying to any transaction entered into hereunder; and
- (g) any reference to any document including this Agreement shall include such document as from time to time modified, supplemented or amended.

1.3 Technical Meanings

Words that have well-known and generally accepted technical or trade meanings in the English language are used in this Agreement in accordance with such recognised meanings.

2. CONDITIONS PRECEDENT

2.1 Conditions

The Agreement shall come into effect on, and is conditional upon, the Conditions Precedent being satisfied or waived in accordance with Clause 2.4.

2.2 Notification of Fulfilment of Conditions Precedent

The Power Producer shall notify the Customer upon the fulfilment or waiver of all the Conditions Precedent. The notification shall specify the Effective Date.

2.3 Assistance on Fulfilment of Conditions Precedent

The Customer shall execute the Lease and FSA on the terms and conditions to be agreed between the Parties. With respect to the other Conditions Precedent, the Customer shall provide such assistance and cooperation as may be requested by the Power Producer to procure the satisfaction of the Conditions Precedent (including the provision of any documents, information, drawings and plans with respect to the Project Site to the Power Producer and any of its consultants, advisors, representatives and agents).

2.4 Waiver of Conditions Precedent

The Power Producer's Conditions Precedent in Part A of Schedule 2 are for the sole benefit of the Power Producer and the Power Producer may in its sole and absolute discretion waive (in whole or in part) any or all of the Power Producer's Conditions Precedent.

2.5 Effect of Non-Fulfilment of Conditions Precedent

In the event that any of the Conditions Precedent are not fulfilled or waived in accordance with Clause 2.4 (as the case may be) on or before the date falling 24 months from the date of this Agreement or such other date as the Parties may mutually agree in writing ("**Long-Stop Date**"), this Agreement (other than the Surviving Provisions) shall lapse and cease to have further effect and all obligations and liabilities of the Parties hereunder

shall cease and determine and no Party shall have any claim against the other Party, save in respect of any breach of Clause 2.3.

3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that:

- (a) Due Incorporation: It is a limited liability company, duly incorporated and validly existing under the laws of Myanmar;
- (b) Authority: It has full power and authority to enter into and perform its obligations under this Agreement;
- (c) Authorisations: It has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) Binding Obligations: This Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration and the satisfaction or waiver of the Conditions Precedent in Clause 2, is enforceable in accordance with its terms;
- (e) No Default of Documents: Its entry into this Agreement and its performance of the transactions contemplated by this Agreement do not conflict with
 - (i) any Law applicable to it;
 - (ii) its constitutional documents;
 - (iii) any document which is binding upon it or any of its assets; or
 - (iv) any Governmental Approval;
- (f) No Pending Action or Proceeding: There is no current, pending or threatened action or proceeding affecting it before any court, governmental agency or arbitrator that if adversely determined, may reasonably be expected to affect materially and adversely the financial condition or operations of that Party or the ability of that Party to perform its obligations under, or which purports to affect the legality, validity or enforceability of this Agreement; and
- (g) No insolvency: No Insolvency Event has occurred with respect to the Party or is likely to be commenced against the Party.

3.2 Timing of Representations and Warranties

The representations and warranties in Clause 3.1 are made by the Parties on the Signing Date and are deemed to be repeated on the Effective Date.

4. SALE AND PURCHASE OF ENERGY OUTPUT

4.1 Supply Period

- (a) The supply period for the sale and purchase of the Energy Output shall commence on the Commercial Operation Date and end on the day falling fifteen (15) years from the Commercial Operation Date ("Supply Period").
- (b) Subject to any restriction under any Applicable Law, the Parties may mutually agree to extend the Supply Period twice, each for a maximum period of ten (10) years ("Extended Supply Period").
- (c) In the event that the Parties elect to extend the supply period of this Agreement pursuant to Clause 4.1(b) above, the extending Party shall give a notice to the other Party indicating its intention to extend the supply period and also proposing the period to be extended at least one (1) year prior to the expiration of the Supply Period. The Parties shall negotiate and mutually agree on the period of extension and terms and conditions of the Extended Supply Period.

4.2 Purchase of Energy Output

- (a) During the Supply Period, subject to the terms of this Agreement, the Customer shall purchase and accept delivery of all the Energy Output and the Power Producer shall sell and supply all the Energy Output generated by the Facility to the Customer.
- (b) This Agreement is a take or pay agreement and the Customer shall take and pay for, or pay for if not taken, the Energy Output as contemplated in Clause 4.3 and Clause 4.4.
- (c) In consideration of the supply of the Energy Output, the Customer shall pay the Charge in accordance with Clause 7.

4.3 Planned Monthly Energy Output

- (a) The Parties shall convene every third Thursday of every month or as otherwise mutually agreed by the Parties but shall in any event be at least once in every calendar month, to discuss and agree on the estimated amount of Energy Output to be purchased by the Customer in the immediate following month ("**Planned Monthly Energy Output**"). The Parties agree that the Planned Monthly Energy Output shall not be less than [insert] and shall be binding on the Parties such that the Purchaser shall purchase and take delivery of, or pay if not taken, the Planned Monthly Energy Output.
- (b) If for any reason, the Energy Output delivered to the Delivery Point is less than the Planned Monthly Energy Output for any Billing Period, the Customer shall pay the Charge as if the Power Producer had supplied the Planned Monthly Energy Output for that Billing Period.
- (c) Notwithstanding Clause 4.3(b), if for any reason, the Energy Output delivered to the Delivery Point is less than the Planned Monthly Energy Output or is not delivered to the Delivery Point due to disruptions, breakdowns, electrical system failures, mechanical failures, maintenance or repair works of the Facility, including for reasons of Force Majeure, the Customer shall not be obliged to pay the Charge for the Energy Output that would have been delivered during such period.

4.4 Annual Energy Output

- (a) Notwithstanding anything contained in this Agreement, the Customer agrees to purchase and take delivery of or pay if not taken, an aggregate annual Energy Output not less than 10,368 MWh per Operating Year ("**Annual Take or Pay Energy Output**"). If for any reason, the Energy Output purchased by the Customer is less than the Annual Take or Pay Energy Output for any Operating Year (excluding any such reduced Energy Output or undelivered Energy Output pursuant to Clause 4.3(b) and (c) above), the Customer shall pay for the shortage in accordance with the following formula:

$$(\text{Annual Take or Pay Energy Output} - \text{PEO}) * \text{Charge Rate}$$

Where:

PEO means the total amount of Energy Output purchased by the Customer from the Power Producer during an Operating Year as recorded and measured by the Meter in kWh or as may be determined in accordance with Clause 6.2.

- (b) The Power Producer shall invoice the Customer for the shortage calculated in accordance with the formula set out in Clause 4.4(a) above within [thirty (30)*] days from the end of each Operating Year.
- (c) The Charge is exclusive of all value added Tax (or other similar indirect taxes), which if payable, shall be solely borne by the Customer.
- (d) Subject to Clause 7.3(b), the Customer shall pay the invoiced amount to the Power Producer in accordance with Clause 7.4 within [thirty (30)] days from the date of the invoice.

4.5 Excuse Event

- (a) For the duration of an Excuse Event ("**Excuse Event Period**"), the Power Producer shall be relieved and released of its obligation to sell and supply the Energy Output to the Customer and shall not be

regarded to be in breach of this Agreement to the extent the Power Producer is unable to perform its obligation under this Agreement as a result of an Excuse Event.

- (b) The Power Producer shall give written notice to the Customer of an Excuse Event as soon as reasonably practicable after the occurrence of an Excuse Event.
- (c) If an Excuse Event interrupts, restricts, curtails, suspends or reduces the supply of Energy Output to the Customer, then the Customer shall pay the Charge as if the Power Producer had supplied the Deemed Energy Output during the Excuse Event Period.

4.6 Energy Output and Current

The Power Producer shall generate an annual Energy Output of 10,368 MWh/per year ("Annual Energy Output"), or more, with a supply voltage of ~~11kV~~ ^{10.5kV}. In the event that the Power Producer fails to generate the Annual Energy Output, the Power Producer shall compensate the Customer for the shortage pursuant to the following formula.

$$\{\text{Annual Energy Output} - (\text{PEO} + \text{EEO})\} \times \text{CB}$$

Where:

- (a) PEO means the total amount of Energy Output purchased by the Customer from the Power Producer during an Operating Year;
- (b) EEO means the Energy Output that Power Producer is excused from providing pursuant to Clause 4.5 or unable to provide due to Force Majeure or Emergency; and
- (c) CB is the balance between the Charge Rate and the charge per kWh that Customer paid to procure the shortage of the Annual Energy Output, provide however that, the CB shall not exceed the lower of USD 0.092 and 110 Kyat in any event.

4.7 Transfer of Title and Risk

Title to and risk of loss of the Energy Output shall pass from the Power Producer to the Customer upon delivery of the Energy Output at the Delivery Point.

4.8 Expiry of Supply Period

Upon the expiry of the Supply Period, the Customer may elect to purchase the Facility from the Power Producer at the Fair Market Value on an "as-is and where-is" basis. The cost of the independent valuer appointed to determine the Fair Market Value shall be borne equally by the Power Producer and the Customer.

5. FACILITY

5.1 Design, Installation, Testing and Commissioning of the Facility

- (a) The Power Producer shall at its own costs design, construct, test and commission the Facility (such works shall hereinafter be referred to collectively as the ("Facility EPC Works")).
- (b) The Power Producer shall construct the Facility and carry out the Facility EPC Works in a workmanlike and professional manner according to Prudent Utility Practice.
- (c) The Power Producer shall use commercially reasonable efforts to complete the Facility EPC Works by the Scheduled Commercial Operation Date. The Parties shall communicate to coordinate the progress of the construction of the Customer's rice mill and storage facility and the Facility such that the construction is completed at or around the same time.
- (d) In the event the Facility EPC Works are delayed for reasons not attributable to the Power Producer (including an event of Force Majeure, failure to meet the Conditions Precedent by the Long-Stop Date for reasons beyond the control of the Power Producer, delay in obtaining any Governmental Approval and any act of prevention of the Customer or default by the Customer under this Agreement), the

Scheduled Commercial Operation Date shall be extended by the period equivalent to the same number of days of delay suffered by the Power Producer in completing the Facility EPC Works.

- (e) The Facility EPC Works shall be regarded as completed for purposes of this Agreement when the Facility (i) is mechanically complete; (ii) capable of generating and delivering the Energy Output to the Delivery Point and (iii) the Power Producer issues a notice to the Customer confirming that the Facility EPC Works are complete. The date of the notice referred to in sub-paragraph (iii) shall be the **"Commercial Operation Date"**.

5.2 Operation and Maintenance of the Facility

- (a) The Power Producer shall be responsible for the operation and maintenance of the Facility and warrants that the Facility is capable of:
 - (i) supplying the amount of Energy Output in compliance with the terms of this Agreement; and
 - (ii) operating at power levels as specified in this Agreement.
- (b) The Power Producer shall use commercially reasonable endeavours to maintain the Facility to ensure the efficient operation of the Facility which shall in any event and at all times be in accordance with Prudent Utility Practice.
- (c) If the Power Producer is of the opinion that the Facility (or any part thereof) is in need of upgrading, replacement, modification or repair, the Power Producer may carry out such upgrading, modification, upgrading or repair works (collectively, **"Modification Works"**). The costs of carrying out the Modification Works shall be borne by the Power Producer unless the Modification Works has arisen as a result of or are caused by any act, omission, wilful default or negligence of the Customer in which case the costs of such Modification Works shall be borne by the Customer.
- (d) Except in the case of an Emergency, the Power Producer shall provide the Customer with advance notice of the Modification Works of at least 45 days, failing which the Power Producer shall be liable for any Losses sustained by the Customer. If Modification Works are required by reason of an Emergency the Power Producer shall inform the Customer as soon as practically possible after the Modification Works have been performed.

5.3 Ownership of the Facility

- (a) The Facility shall at all times remain the property of the Power Producer and nothing in this Agreement shall transfer or assign any interest or title whatsoever in the Facility to the Customer.
- (b) The Customer hereby acknowledges that at all times the Facility shall remain the property of the Power Producer despite it being installed on the Project Site or may be regarded as fixture of the Project Site.
- (c) The Customer shall keep the Facility and Project Site free from all Encumbrances and adverse Claims whatsoever and not cause or permit any Encumbrance or other security to be created or granted over the entire or any part of the Facility.
- (d) Notwithstanding the termination of this Agreement or expiry of the Supply Period, the Facility shall at all times remain the property of the Power Producer except where the Facility is purchased by the Customer or Transferee in accordance with Clause 4.8, Clause 9.3, Clause 14.2 or Clause 14.3 (as the case may be).

5.4 Non-Interference and No Modification

- (a) The Customer shall:
 - (i) ensure that the Power Producer has exclusive possession of the Project Site and Facility during the Term (including that the Customer shall not have access to the Project Site or the Facility except with the prior approval of the Power Producer) subject to the terms and conditions of the Lease; and
 - (ii) ensure that the Power Producer has the exclusive right to repair, service, operate or maintain the Facility.

- (b) In the event the Customer becomes aware of any breach or non-compliance of any obligation as described in Clause 5.4(a), the Customer shall, as soon as reasonably practicable but in any event not later than five (5) days from its occurrence, notify the Power Producer of the same with details of the occurrence. The Customer shall, not later than five (5) days from the date of request from the Power Producer, provide such additional information or details as requested by the Power Producer. The Parties shall meet within ten (10) days from the date of the occurrence (or such later period as agreed by the Power Producer) to discuss and agree on a remedial plan setting out the measures which the Customer shall implement to prevent the recurrence of such occurrence and/or remedy the non-compliance.

5.5 Co-operation and Assistance

- (a) The Customer shall fully co-operate with the Power Producer and give such consents and assistance as may be required by the Power Producer for it to obtain and maintain all required Governmental Approvals, generate, supply and deliver the Energy Output, carry out the Facility EPC Works and the Modification Works and otherwise perform its obligations under this Agreement.
- (b) The Power Producer may disclose any information, document or details relating to this Agreement, the Project Site and/or the Facility (including the contents of this Agreement) as may be required by or to apply for any Governmental Approval or under any applicable Law or pursuant to any of the Reporting Rights.

6. METER

6.1 Installation and Maintenance of Meter

- (a) The Power Producer shall:
 - (i) supply and install the Meter;
 - (ii) operate and maintain the Meter to permit an accurate determination of the amount of Energy Output delivered; and
 - (iii) ensure that the Meter is sealed following its installation.
- (b) The Meter and any associated equipment installed by the Power Producer shall at all times remain the property of the Power Producer.

6.2 Testing of Meter

- (a) If either Party ("Notifying Party") has reasonable grounds to believe that the Meter has been tampered with, faulty or is not accurate in its measurement of the Energy Output delivered to the Customer, that Party shall notify the other Party to that effect and the grounds of such belief. Upon such notification, the Power Producer shall carry out a test on the Meter.
- (b) If the test indicates that the Meter is inaccurate by more than +/- two percent (2%), the Energy Output invoiced or to be invoiced by the Power Producer since the last accurate Meter reading (as reasonably determined by the Power Producer) shall be determined by reference to the average monthly Energy Output delivered to the Customer during the preceding period of three (3) months under similar conditions when the Power Producer is of the reasonable opinion that the Meter is registering accurately.
- (c) If as a result of such determination of the Energy Output, there is:
 - (i) an overpayment of the Charge to the Power Producer, the Power Producer shall subtract the amount of such overpayment from the amount of Charges to be invoiced for the following billing months; or
 - (ii) an underpayment of the Charge to the Power Producer, the Customer shall pay the underpaid amount to the Power Producer within seven (7) days from receipt of an invoice or statement thereof by the Power Producer.

- (d) If the test indicates that the Meter is within +/- two percent (2%) of accuracy, the Notifying Party shall bear the costs of such test.

6.3 No Interference

The Customer shall ensure that no person, except a duly authorised Power Producer Party in the presence of the Customer, shall be permitted to:

- (a) break or replace a seal or lock belonging to the Power Producer (including any seal of the Meter); or
- (b) tamper, alter or interfere with the operation of the Meter.

7. CHARGE

7.1 Charge

The Charge shall be calculated in accordance with Schedule 4.

7.2 Invoice and Payment Period

- (a) The Power Producer shall invoice the Customer the Charge on an accrued basis not later than the fifteenth (15th) day of each month of the Supply Period save that for the first and the last month of the Supply Period, the Power Producer shall only invoice the Customer the Charge not later than the fifteenth (15th) of the following month.
- (b) The Charge is exclusive of all value added Tax (or other similar indirect taxes), which if payable, shall be solely borne by the Customer.
- (c) Subject to Clause 7.3(b), the Customer shall pay the invoiced amount to the Power Producer in accordance with Clause 7.4 within thirty (30) days from the date of the invoice.

7.3 Disputed Invoices

- (a) The Customer shall have up to fourteen (14) days from the date of the invoice to dispute any invoice issued by the Power Producer. Any such dispute shall be made in writing specifying the grounds of the dispute ("**Invoice Dispute Notice**"). If the Customer does not issue any Invoice Dispute Notice within such period, the Customer shall be deemed to have accepted the accuracy of the invoice and waived its right to dispute the same.
- (b) Provided that the Customer has acted in good faith in disputing any invoice within the period required under Clause 7.3(a), the Customer may withhold payment of the disputed amount until the dispute is resolved (whether by agreement of the Parties or determination pursuant to Clause 15.2 and/or 15.3).

7.4 Payment Terms

- (a) All payments made or to be made to the Power Producer under this Agreement shall be:
 - (i) made in USD or Kyat, unless otherwise agreed by both Parties, provided however that the Charge Rate converted from USD to Kyat shall not in any event:
 - (A) be less than 110 Kyat per Kwh; or
 - (B) subject to Clause 7.4(a)(i)(A), exceed the amount calculated by subtracting 20 Kyat from the electricity tariff per Kwh for industrial use that would have been applied for such Billing Period if the total amount of Energy Output for such Billing Period had been procured from the national grid.
 - (ii) made by way of telegraphic or interbank transfer to a bank account designated by Customer. Any bank and telegraphic transfer charges relating to such payment shall be borne by Power Producer; and
 - (iii) made free and clear of any, income tax, withholding tax or any other deduction whatsoever.
- (b) The Parties agree that the bench mark electricity tariff per Kwh for industrial use and exchange rate for conversion from USD to Kyat in Clause 7.4(a) shall be determined on a yearly basis. The Parties shall determine the electricity tariff and exchange rate within three (3) business days from the start of each

tax assessment year of the Power Producer based on the then prevailing electricity tariff and Central Bank of Myanmar TTM exchange rate.

7.5 Interest

If the Customer fails to make any payment ("**Overdue Amount**") due to the Power Producer under this Agreement by the date on which such payment is due, the Customer shall pay interest on the Overdue Amount at the Default Interest Rate from time to time. Such interest shall accrue on a daily basis from and including the date the Overdue Amount is due until the date of full payment thereof.

7.6 Set-off

The Customer shall be entitled to set-off, deduct or withhold from any monies owing or as may become owing to the Power Producer under or arising from any Transaction Document any Losses as may be incurred or suffered by the Customer as a result of any breach, act or omission of the Power Producer under or in connection with any Transaction Document.

8. SUSPENSION

8.1 Grounds of Suspension

Notwithstanding any other provision in this Agreement, the Power Producer may without any liability to the Customer restrict, reduce or suspend the supply of the Energy Output to the extent that the Power Producer deems necessary on the occurrence of any of the following events:

- (a) the Overdue Amount remains unpaid for not less than seven (7) days from its due date;
- (b) the occurrence of an Excuse Event, or in order to prevent the occurrence of such an event;
- (c) the carrying out of scheduled or unscheduled maintenance works and inspections of the Facility and/or the Modification Works; or
- (d) a breakdown occurs in the Facility through no fault of the Power Producer.

8.2 Resumption of Suspended Supply

In the event that the supply of the Energy Output is restricted, reduced or suspended under Clause 8.1, the Power Producer shall cease any such restriction, reduction or suspension as soon as is reasonably practicable when the Power Producer is satisfied that the grounds giving rise to that restriction, reduction or suspension have been eliminated or cured.

9. FORCE MAJEURE

9.1 No Liability

Neither Party shall be liable to the other for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event of Force Majeure, provided however that an event of Force Majeure shall not excuse any failure or delay to pay any Charge or other amount due to the Power Producer under this Agreement.

9.2 Obligation to Diligently Cure Force Majeure

If either Party relies on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the event ("**Affected Party**") shall:

- (a) provide prompt notice to the other Party of the occurrence of the said event of Force Majeure giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder;
- (b) exercise all reasonable efforts to continue to perform its obligations hereunder;
- (c) expeditiously take action to correct or cure the event of Force Majeure excusing performance;
- (d) exercise all reasonable efforts to mitigate or limit any loss to the other Party to the extent such action does not adversely affect its own interest; and

- (e) provide prompt notice to the other Party of the cessation of the event of Force Majeure giving rise to its excused performance.

9.3 Termination for Prolonged Force Majeure

The Affected Party, who has been prevented from performing its obligations hereunder due to Force Majeure for a period more than six (6) months, may by written notice to the other Party terminate this Agreement. Upon such termination, the Customer shall pay to the Power Producer any outstanding Charge (including any Overdue Amount plus any late payment interest under Clause 7.5) payable to the Power Producer as of the date of termination. If the termination occurs after the completion of the Facility EPC Works, the Customer shall also pay to the Power Producer such other amount as agreed with the Power Producer for the transfer of the Facility to the Customer.

10. ENVIRONMENTAL RIGHTS

10.1 Ownership of Environmental Rights and Incentives

The Power Producer shall own all rights, title and interests arising from, associated with or in connection with the development and operation of the Facility or the production, sale, purchase or use of the Energy Output (collectively, "**Environmental Rights**") including:

- (a) all Environmental Incentives including any biomass-power credits associated with the Facility; and
- (b) the Reporting Rights and the exclusive rights to claim that:
 - (i) the Energy Output was generated by the Facility;
 - (ii) the Power Producer is responsible for the delivery of the Energy Output to the Delivery Point;
 - (iii) the Power Producer is responsible for the reduction in emission of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Delivery Point; and
 - (iv) the Power Producer is entitled to all credits, certificates and registrations evidencing or representing any of the foregoing.

10.2 Right to Assign and Sell Environmental Rights

The Power Producer shall be entitled to assign or sell at its sole discretion all or any of the Environmental Rights and the Customer agrees to execute such documents and do such things as may be required by the Power Producer to give effect to such assignment or sale.

11. INSURANCE

The Power Producer shall at its own cost, take out and maintain the following insurances during the Supply Period or Extended Supply Period (as the case may be):

- (a) property insurance policy covering the Facility, including the personal property, documents, furniture, fixtures and equipment in the Facility, and business interruption on an all risk, replacement cost basis, including fire, earthquake and flood. The Power Producer shall discuss the coverage and the term of the insurance policy and obtain Customer's prior written consent before taking out an insurance policy.
- (b) commercial general liability insurance covering claims for (i) personal injury, (ii) bodily Injury and death and (iii) property damage. The Power Producer shall discuss the coverage and the term of the insurance policy and obtain Customer's prior written consent before taking out an insurance policy.

12. TRANSACTION DOCUMENTS

12.1 Cross Default

- (a) A breach of the terms of any Transaction Document by either Party shall constitute a breach of the other Transaction Documents.

- (b) If any Transaction Document is terminated for any reason prior to the end of the Supply Period, the other Transaction Documents shall also automatically terminate with effect from the date of termination of that first mentioned Termination Document.

12.2 Cumulative Rights

The rights and remedies of either Party under this Agreement are cumulative and are in addition, and without prejudice, to any other rights and remedies that may be available to that Party under or arising from the other Transaction Documents.

13. LIMITATION OF LIABILITY

13.1 No consequential losses

Save as may be provided to the contrary in this Agreement or otherwise included in the computation of the Termination Payment:

- (a) should any Party have a claim for damages against any other Party in terms of this Agreement, such damages shall be limited to payment of Direct Loss and any damage the Power Producer may suffer or incur; and
- (b) neither Party shall have any liability hereunder to the other Party in respect of loss of profits or revenue (whether direct or indirect), special, indirect or consequential damages.

13.2 Limits on Liability

- (a) Subject to Clause 13.2(b), the Power Producer's aggregate liability for each Operating Year under, arising from or in connection with this Agreement (whether in equity, tort (including negligence or strict liability), breach of contract or statute or any other cause of action) shall not under any circumstances exceed the sum equal to eighty per cent (80%) of the total Charge paid by the Customer to the Power Producer for that Operating Year ("**Annual Liability Cap**"). The Customer hereby waives any right to claim from the Power Producer any amount in excess of the Annual Liability Cap.
- (b) Without prejudice to Clause 13.2(a), the Power Producer's aggregate liability under, arising from or in connection with this Agreement (whether in equity, tort (including negligence or strict liability), breach of contract or statute or any other cause of action) for the entire period commencing on the Signature Date and ending on the last day of the Term shall not under any circumstances exceed the sum equal to USD500,000 ("**Aggregate Liability Cap**"). The Customer hereby waives any right to claim from the Power Producer any amount in excess of the Aggregate Liability Cap.

13.3 Survival

The provisions of this Clause 13 shall continue to apply notwithstanding the termination or expiry of this Agreement for any reason whatsoever.

14. TERMINATION

14.1 Event of Default

- (a) It is a default by the Power Producer ("**Power Producer Default**") if:
 - (i) The Power Producer fails to supply Energy Output to the Customer for a continuous period of thirty (30) days unless such failure was due to any one (1) or more of the following reasons:
 - the Power Producer is permitted to interrupt, restrict, curtail, suspend, reduce or otherwise not supply Energy Output to the Customer under the terms of this Agreement; or
 - The failure to supply is due to an Excuse Event; or
 - (ii) the Power Producer undergoes an Insolvency Event;
- (b) It is a default by the Customer ("**Customer Default**") if:

- (i) the Customer fails to pay any Overdue Amount (including any outstanding Charge) owing to the Power Producer within thirty (30) days after that amount falls due;
- (ii) the Customer intentionally alters the Meter to its advantage;
- (iii) the Customer fails to perform any of its material obligations under any Transaction Document, which failure is not excused by a Force Majeure event;
- (iv) any warranty, representation or information (including any financial information) given by the Customer under any Transaction Document or prior to the execution of a Transaction Document is false or misleading;
- (v) the Facility is expropriated or nationalised by a Governmental Authority; or
- (vi) the Customer undergoes an Insolvency Event.

14.2 Consequences of Power Producer Default

- (a) On or after the occurrence of a Power Producer Default, the Customer may give written notice to the Power Producer specifying the Power Producer Default.
- (b) If the Power Producer fails to rectify the Power Producer Default within forty-five (45) days from the written notice referred to in Clause 14.2(a), the Customer shall be entitled to terminate this Agreement with immediate effect by written notice to the Power Producer and upon such termination, the following shall apply:
 - (i) the Customer shall pay to the Power Producer any outstanding Charge (including Overdue Amount plus any late payment interest under Clause 7.5) payable to the Power Producer as of the date of termination;
 - (ii) the Power Producer shall pay to the Customer the MAPCO's Expected Earnings and MAPCO's Expected Rental;
 - (iii) subject to the Power Producer's receipt of the amounts specified in Clause 14.2(b)(i) and the Discounted Facility Remaining Value, the Power Producer shall transfer the title to the Facility to the Customer and hand-over possession of the Facility to the Customer on an "as is where is" basis; and
 - (iv) the Customer shall be entitled to set-off any amounts due to the Power Producer from the MAPCO Expected Earnings amount payable by the Power Producer to the Customer.

14.3 Consequences of Customer Default

- (a) On or after the occurrence of a Customer Default, the Power Producer may give written notice to the Customer specifying the Customer Default.
- (b) If the Customer fails to rectify the Customer Default within forty-five (45) days from the written notice referred to in Clause 14.3(a), the Customer shall be entitled to terminate this Agreement with immediate effect by written notice to the Power Producer and upon such termination, the following shall apply:
 - (i) the Customer shall pay to the Power Producer any outstanding Charge (including any Overdue Amount plus any late payment interest under Clause 7.5) payable to the Producer as of the date of termination and Termination Payment;
 - (ii) subject to the Power Producer's receipt of the amounts specified in Clause 14.3(b)(i) and the Fair Market Value of the Facility on an "as-is and where-is" basis, the Power Producer shall transfer the title to the Facility to the Customer and hand-over possession of the Facility to the Customer on an "as is where is" basis.

14.4 Power Producer's Early Termination Rights

- (a) Notwithstanding anything contained in this Agreement, the Power Producer shall have the right to terminate part or all of this Agreement, upon written notice to the Customer, at any time after 15 years from the Commercial Operation Date ("**Early Termination**").
- (b) The Power Producer shall give Customer no less than 3 months' notice advance written notice of Power Producer's election to exercise its right to Early Termination under Clause 14.4(a) ("**Early Termination Right**").
- (c) The Power Producer shall not be considered to be in breach or in default of any of the terms and/or conditions under this Agreement by exercising its Early Termination Right, and no termination fee, penalty, indemnity or damages of any nature whatsoever shall be payable to the Customer by the Power Producer due to the Early Termination.

14.5 Transaction Documents

- (a) A breach of the terms of any Transaction Document by either Party shall constitute a breach of the other Transaction Documents.
- (b) If any Transaction Document is terminated for any reason prior to the end of the Supply Period, the other Transaction Documents shall also automatically terminate with effect from the date of termination of that first mentioned Termination Document.
- (c) The rights and remedies of either Party under this Agreement are cumulative and are in addition, and without prejudice, to any other rights and remedies that may be available to that Party under or arising from the other Transaction Documents.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the [Republic of Singapore].

15.2 Amicable Settlement

If there are any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") arising out of or in connection with this Agreement, the Parties must use the following procedure to resolve the dispute:

- (a) the Parties must try and solve the Dispute amicably and by reasonable and appropriate means;
- (b) if a Dispute is not resolved or disposed of under Clause 15.2(a) within sixty (60) days after one Party notifies the other of the existence of such Dispute, the Dispute referred to in the notice must be considered by the Parties' Chief Executive Officers or equivalent, who must use their reasonable endeavours to resolve such Dispute. If a resolution or disposal of the matter in Dispute is agreed upon, the Parties must jointly execute a statement setting out the terms of such resolution and disposal; and
- (c) if a Dispute is not resolved or disposed of under Clause 15.2(b) within sixty (60) days after the matter is referred to the Chief Executive Officers or a party otherwise fails to comply with its obligations under Clause 15.2(b), the Dispute shall be resolved in accordance with Clause 15.3

15.3 Dispute Resolution

- (a) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (b) The seat of the arbitration shall be [Singapore].
- (c) The Tribunal shall consist of one (1) arbitrator, who shall be appointed by the President of the SIAC
- (d) The language of the arbitration shall be English.

15.4 Joinder of Dispute

- (a) If the Customer and Power Producer acting in good faith are of the opinion that any Dispute is substantially the same or is connected with or relates to issues raised in a dispute, difference or claim between the Parties under or arising out of either or both of the other Transaction Documents ("**Related Dispute**"), the Parties agree the Dispute and the Related Dispute shall be heard and determined by the same arbitrator ("**Same Arbitral Tribunal**"). To this end, in the case where Parties are not able to agree whether the dispute, difference or claim between the Parties is a Related Dispute, the Parties agree to submit the matter to the President of the SIAC for determination, including a determination whether the Same Arbitral Tribunal shall be the arbitral tribunal appointed or to be appointed to hear and determine the Dispute or the Related Dispute (and if there is more than one (1) Related Dispute, any one (1) of the Related Disputes). Any previous appointment of arbitrator(s) shall lapse (in whole or in part, as the case may be) with such costs of the arbitrator(s) to be borne by each Party in equal proportions.
- (b) The Parties hereby agree to:
 - (i) any joinder or consolidation of the Dispute and Related Dispute and the arbitration proceedings in respect of such Dispute and Related Dispute;
 - (ii) the Same Arbitral Tribunal as selected by the President of the SIAC under Clause 15.4(a) hearing and determining the Dispute and Related Dispute (whether hearing the evidence for one (1) dispute immediately before or after the other or at the same time); and
 - (iii) take all steps necessary to give effect to any of the aforesaid with costs to be borne by each Party in equal proportions.
- (c) Each Party hereby waives any objections it may have as to the validity and/or enforcement of any arbitral awards made by the Same Arbitral Tribunal where such objection is on the basis of the joinder or consolidation under this Clause 15.4.

16. MISCELLANEOUS

16.1 Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the same, whether such be written or oral.

16.2 No Waiver

- (a) No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

16.3 Assignment and Subcontracting

- (a) Except in accordance with Clause 16.3(d), the Customer shall not sell or transfer its ownership, right or interest in or with respect to the Project Site, or assign or transfer this Agreement or any rights or obligations under this Agreement, to any person, without the prior written consent of the Power Producer. To obtain the prior written consent of the Power Producer, the Customer shall provide the Power Producer with reasonable details of the intended assignee or transferee (as the case may be) at a reasonable time before the proposed date of such sale, assignment or transfer. If the Power Producer consents, the Power Producer shall execute such documents and do such things as may be required by the Customer to give effect to such sale, assignment, or transfer.
- (b) Except in accordance with Clauses 16.3(c) or 16.3(d), the Power Producer shall not sell, assign, novate or transfer its rights or interest under this Agreement to any person without the Customer's prior

written consent. To obtain the prior written consent of the Customer, the Power Producer shall provide the Customer with reasonable details of the intended assignee, novatee or transferee (as the case may be) at a reasonable time before the proposed date of such sale, assignment, novation or transfer. If the Customer consents, the Customer shall execute such documents and do such things as may be required by the Power Producer to give effect to such sale, assignment, novation or transfer.

- (c) Either party may transfer, novate or assign this Agreement to its Affiliate without the prior written consent of the other party provided that such Affiliate agrees to be bound by the terms of this Agreement and remains an Affiliate during the Supply Period.
- (d) The Parties agree that without limitation the other provisions of this Clause, in the case of any sale, assignment or transfer of the Project Site by the Customer or a sale, assignment, novation or transfer of the Facility by the Power Producer ("Assignor"), the Assignor shall procure that the intended assignee, transferor or novatee (as the case may be) executes an appropriate deed prior to the completion of the intended sale, assignment, novation or transfer to observe and perform all the provisions and obligations of this Agreement as applicable.

16.4 Further Assurances

At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.

16.5 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

16.6 Costs

Each Party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement, and all documents ancillary to it.

16.7 Severability of Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

16.8 Communications

- (a) All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, courier services or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number, and marked for the attention of such person (if any), designated by it to the other Parties for the purposes of this Agreement or to such other address or facsimile number, and marked for the attention of such person, as a Party may from time to time duly notify the other Parties in writing.

- (b) The addresses, facsimile numbers, telephone numbers and persons (if any) so designated by the Parties are set out below:

Power Producer	Address: La Pyat Wun Plaza 37, Alan Pya Pagoda Road, Room No 612 (6th Floor), Dagon Township, Yangon, Myanmar. Attention: Shoichi Inoue Tel No.: +95-1-373634
----------------	--

Customer	Address: No 100, Wardan St & Kannar St, Seikkan Township,
----------	---

Yangon, Myanmar
Attention: Managing Director
Tel No.: +95-1-2301652

Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile, if applicable) immediately or (if given or made by letter or courier services) two (2) Business Days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed, and duly stamped and posted or that the facsimile transmission (if applicable) was properly dispatched and with receipt of proper confirmation.

16.9 Confidentiality

Subject to Clause 5.5, each Party ("**Recipient**") shall hold in strict confidence from any other person all documents and information concerning the other Party ("**Discloser**") provided to the Recipient or its advisors, consultants, contractors or agents by or on behalf of the Discloser in connection with this Agreement or the transactions contemplated by this Agreement ("**Confidential Information**"), unless:

- (a) the Recipient is required by Law to communicate the Confidential Information to a person who is authorised by Law to receive it;
- (b) the Confidential Information is required for submission to a court, or to an arbitrator or administrative tribunal or to legal counsel in the course of proceedings provided that, in the case of any arbitration proceedings, the Recipient first obtains from each other party to those proceedings an undertaking, enforceable by the Discloser, that each such other party will similarly not divulge or communicate, without the Discloser's written consent, any information referred to in this Clause 16.9;
- (c) the Confidential Information is required to be disclosed to any Governmental Authority whether in connection with the granting of any Governmental Approval or otherwise;
- (d) the Confidential Information is required to be disclosed to any stock exchange;
- (e) the Confidential Information is disclosed to an employee, agent or contractor of the Recipient, where that disclosure is reasonably necessary for the conduct of this Agreement;
- (f) the Confidential Information had come into the public domain (otherwise than as a result of a breach of this Clause 16.9); or
- (g) was consented to in writing by the Discloser.

16.10 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) facsimile or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other Party with the original of such counterpart as soon as reasonably possible thereafter.

16.11 Variation

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied. No course of dealing among the Parties shall be deemed to modify, amend or discharge any provision or term of this Agreement. No delay by any Party in the exercise of any of its rights or remedies shall operate as a waiver thereof, and no single or partial exercise by any Party of any such right or remedy shall preclude the other Parties from further exercise thereof. Waiver of any right or

remedy on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any other occasion.

16.12 Independent Contractor

Power Producer shall act as an independent contractor and not as an agent or employee of Customer or its agents.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorised representatives on the Signing Date

SIGNED BY

Shoichi Inoue

for and on behalf of

Myaung Mya FM Biomass Power Co., Ltd

in the presence of:

和泉 伊努エ

Signature of the witness

HATSUSHIKA SAYAKA

Name of the witness (block letters)

井上 祥一

Signature of

SIGNED BY

Ye Min Aung

for and on behalf of

**Myanmar Agribusiness
Public Corporation (MAPCO) Limited**

in the presence of:

Hweikun

Signature of the witness

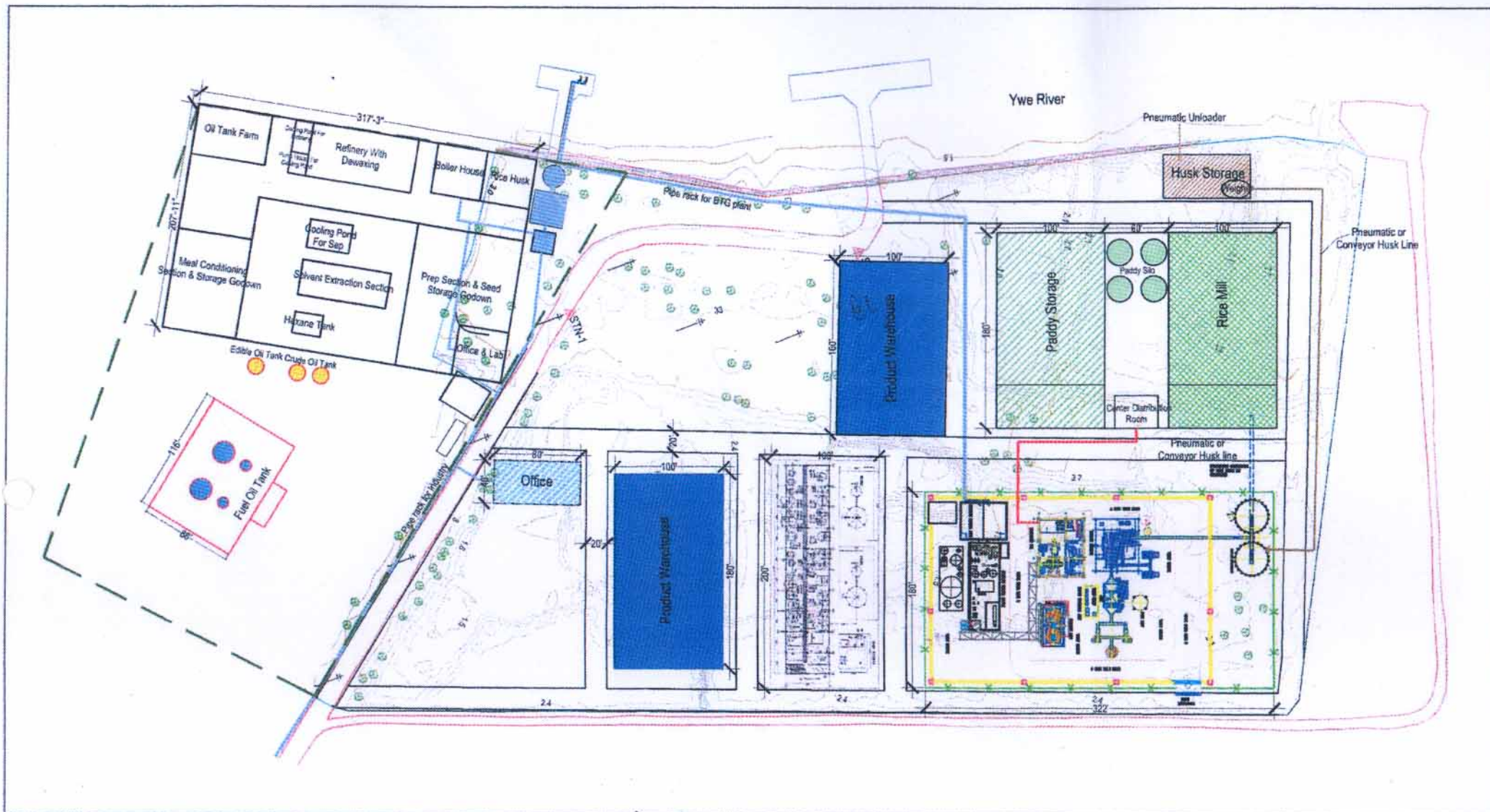
HWEI-KIM CHIN

Name of the witness (block letters)

*

Signature of

SCHEDULE 1
PROJECT SITE



Drawing Title;
Conceptual Layout Plan

Project Title;
Rice Mill, Bran Oil Mill & Husk Fired Power
Plant Project (Myaung Mya)

Draw By

ZNMH

Checked By

U Kyin Swe

Approved By

U Kyin Swe

Date : 19.6.2017

Scale : As Shown

Drawing no. : 015/2017

Sheet no. : A-001



Myanmar Agribusiness Public Corporation

MAPCO Building, No. 100, Warden and Kan Nar Street,
Beside the Concrete Express Way, Warden Port Area,
Seik Kan (Port) Tsp, Myanmar.
Tel : (+95-1) 230 1652 ~ 53
Fax : (+95-1) 230 1653
Website : www.mapco.com.mm Email: bod@mapco-ygn.com

SCHEDULE 2

CONDITIONS PRECEDENT

PART A

The Power Producer's Conditions Precedent are:

- (1) the Power Producer receives all shareholders' and other internal corporate approvals required in respect of the Project (including the execution of the Transaction Documents and the transactions contemplated thereunder);
- (2) the Power Producer obtains the following Governmental Approvals:
 - (a) Permission to engage in Business from the relevant Governmental Authority;
 - (b) Certificate of Electrical Safety;
 - (c) Certificate of Conformity;
 - (d) The Power Producer's relevant employees have obtained a Electricity Skill Certificate;
- (3) the Power Producer obtains sufficient amount of subsidy from the Japanese Government with respect to the construction of the Facility to make this Project viable; and
- (4) the International Consortium Agreement is executed between Fujita Corporation, Power Producer and Customer.

PART B

The Parties' Conditions Precedent are:

- (1) the receipt of all necessary and requisite approvals from MALI for the use of the Project Land pursuant to the Lease for the performance and implementation of the Project.
- (2) the receipt of the approval for the construction of the Facility from the relevant Governmental Authority in the Republic of the Union of Myanmar
- (3) the FSA is executed between the Parties;
- (4) the Power Producer has obtained an Endorsement approving the long term land use right of the Project Site;
- (5) the Conditions Precedent in the Transaction Documents have been satisfied and the Transaction Documents becoming unconditional;
- (6) the Lease is executed between the Parties; and
- (7) the EPC contract for the construction of the Facility is entered into for the amount and on terms and conditions acceptable to the Power Producer.

SCHEDULE 3
DELIVERY POINT

SCHEDULE 4

CHARGE

A. Calculation of Charge

The Charge for the supply of Energy Output for every Billing Period shall be calculated as follows:

$$C = EO \times CR + TP$$

Where:

C is the Charge.

EO is the total amount of Energy Output supplied (or deemed supplied) by the Power Producer to the Customer for that Billing Period as recorded and measured by the Meter in kWh or as may be determined in accordance with Clause 6.2. For the avoidance of doubt, if Clause 4.4(c) applies, EO means the Deemed Energy Output.

CR is the Charge Rate.

TP is any and all third party payments that Power Producer is responsible to make in relation to the supply of the Energy Output, including any taxes to government authorities and royalty payments to the regional government.

B. Determination of Charge Rate

Subject to any adjustment under paragraph C of this Schedule 4, the Charge Rate shall be USD 0.092 per kWh.

C. Adjustment of Charge Rate

In the event there is any change in the Laws after the Signing Date which increases the Tax payable by the Power Producer with respect to this Agreement or the capital expenditure and the operation and maintenance costs of the Power Producer or in order to comply with such change in the Laws (including without limitation any change in the Laws which requires the Power Producer to make any capital improvement or other modification to the Facility in order to comply with any Law), the Power Producer shall be entitled to increase the Charge Rate by such amount as to enable the Power Producer to recover such increase in the capital expenditure and the operation and maintenance costs and any costs of financing such increased capital expenditure and costs. The exact amount to be increased shall be mutually agreed to by the Parties in good faith and commercially reasonable proportions, and if the Parties are unable to reach an agreement, the amount shall be determined pursuant to Clauses 15.2 and 15.3.

For purposes of this paragraph C, a change in the Laws includes:

- (a) a change in or repeal of an existing Law;
- (b) a change in the application or interpretation of a Law;
- (c) an enactment or making of a new Law; and
- (d) a cancellation or non-renewal or a change in the conditions applicable to any Governmental Approval (including those required for the ownership, operation and maintenance of the Facility and the generation and supply of the Energy Output) otherwise than as a result of any default or failure on the part of the Power Producer.

SCHEDULE 5

TERMINATION PAYMENT

Termination Payment shall be the aggregate of the following:

- (1) Facility Remaining Value;
- (2) Any and all expenses and costs that the Power Producer may incur in relation to the termination of this Agreement, which shall include:
 - a. any penalty payments that Power Producer may be responsible for under the Operation and Maintenance Agreement between the Power Producer and [*];
 - b. severance payment of the Power Producer's employees that the Power Producer may be responsible for
- (3) expected profit.

For the purpose of the calculation of the Termination Payment:

(A) Facility Remaining Value shall be calculated using the following formula:

$$V \div 15 \times (15 - N)$$

Where:

V is the total costs of the Facility EPC Works payable under the Engineering, Procurement and Construction agreement entered into between the Power Producer and Fujita Corporation.

N is the total number of years that has lapsed from the Commercial Operation Date.

(B) expected profit shall be calculated using the following formula:

$$\text{EBITDA} \times 30\% \times (15 - N)$$

Where:

EBITDA is, (i) for the first fiscal year, the estimated earnings before interest, taxes, depreciation and amortization in the business plan provided to Lessor by the Lessee prior to entering into this Agreement, and (ii) for the second fiscal year and after, the earnings before interest, taxes, depreciation and amortization calculated based on the Power Producer's audited financial statement for the immediately prior fiscal year. In the event that the first fiscal year has less than 12 calendar months, the EBITDA shall be the amount calculated by dividing the earnings before interest, taxes, depreciation and amortization of the audited financial statement by the number of days of operation of the Power Plant and multiplying such amount by 300 days.

N is the total number of years that has lapsed from the Commercial Operation Date.

Feedstock Supply Agreement

BETWEEN

MYAUNG MYA FM BIOMASS POWER CO., LTD

and

Myanmar Agribusiness Public Corporation (MAPCO) Limited

DATED THE 18th DAY OF May 2017

TABLE OF CONTENTS

CLAUSE	PAGE
1. Definitions and Interpretations	1
2. Conditional Agreement.....	6
3. Term.....	6
4. Supply and purchase.....	6
5. Purchase Order	6
6. Delivery	7
7. Feedstock Specifications.....	7
8. Title and Risk	8
9. Factory and Storage Facility.....	8
10. MAPCO Guarantee	9
11. Measurement	9
12. Purchase Price and Terms of Payment	10
13. Warranties.....	11
14. Limitation of liability	12
15. Indemnities and Insurance	13
16. Termination.....	14
17. Force Majeure	14
18. Governing Law.....	15
19. Dispute Resolution.....	15
20. General Provisions	16

Feedstock Supply Agreement

THIS AGREEMENT is made on the 18th day of May 2017,

BETWEEN:

- (1) **Myaung Mya FM Biomass Power Co., Ltd** (Company Registration No. 1131 FC/2016-2017), a company incorporated under the laws of the Republic of the Union of Myanmar and having its registered office at Danone Chaung Taung Village, No.22, Motesoe Field, Myaung Mya Township, Myaung Mya District, Ayeyarwaddy Region, MyanmarLa Pyat Wun Plaza 37, Alan Pya Pagoda Road, Room No 612 (6th Floor), Dagon Township, Yangon, Myanmar ("**Purchaser**"); and
- (2) **Myanmar Agribusiness Public Corporation (MAPCO) Limited** (Company Registration No. 134/2012-2013), a company incorporated under the laws of Union of the Republic of Myanmar and having its registered office at MAPCO Building, No. 100, Warden Street and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (port) Township, Yangon Myanmar ("**MAPCO**"),

(collectively the "**Parties**", and each individually a "**Party**").

WHEREAS:

- (A) Purchaser is a company incorporated under the laws of the Republic of the Union of Myanmar pursuant to a Joint Venture Agreement executed between Fujita Corporation and MAPCO, dated May 18, 2017.
- (B) MAPCO is developing a rice processing factory ("**Factory**") at the Factory Site which will include rice milling facilities. The Factory will produce the Feedstock.
- (C) Purchaser intends to develop a 1.6 MW biomass power plant ("**Power Plant**") at the Power Plant Site which uses rice husk as feedstock and enter into a power purchase agreement ("**PPA**") with MAPCO to supply MAPCO with all the electricity generated by the Power Plant.
- (D) MAPCO represents that the Factory has the capacity to produce and/or is capable of procuring from other third parties a minimum of 15,120 tonnes and a maximum of 18,480 tonnes of Feedstock which can be used at the Power Plant to generate electricity of not less than 10,368 MWh per year.
- (E) On reliance of the representation of MAPCO in Recital D, Purchaser wishes to purchase the Feedstock from MAPCO, and MAPCO wishes to sell the Feedstock to Purchaser, for use as feedstock for electricity generation at the Power Plant, subject to and in accordance with the terms and conditions herein.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context requires otherwise:

" **Affected Party** " has the meaning given to it in Clause 17.2;

"Affiliate" means in relation to any person, any other person directly or indirectly Controlling, who is Controlled by, or who is under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;

"Agreement" means this Feedstock Supply Agreement and includes the Appendices;

"Business Day" means a day, other than a Saturday, Sunday or a public holiday, on which commercial banks are open for ordinary banking business in Myanmar, Japan and Singapore;

"Claims" means any and all suits, sanctions, legal proceedings, claims, actions, assessments, judgments, penalties, demands or fines brought or enforced against a person.

"Commercial Operation Date" has the meaning given to it in the PPA.

"Confidential Information" has the meaning given to it in Clause 20.9.

"Control" and **"Controlled"** and **"Controlling"** means;

- (a) the power (whether directly, indirectly or in combination with others and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such number of the members of the board of directors or other governing body of a person necessary to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control or substantially determine the policies and affairs or conduct of business activities of that person; or
- (b) the holding or possession of the legal or beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly), which confer in aggregate on the holders thereof fifty percent. (50%) or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters.

"Default Interest Rate" means six per cent (6 %) per annum;

"Delivered Quantum" means the quantity of the Feedstock delivered by MAPCO to Purchaser as weighed pursuant to Clause 11;

"Delivery Date" means the date specified in a Purchase Order or Rejection Notice on which the Feedstock shall be delivered to the Delivery Location by MAPCO;

"Delivery Location" means the silo within the Power Plant designated by Purchaser;;

"Delivery Trucks" has the meaning given to it in Clause 6(a);

"Discloser" has the meaning given to it in Clause 20.9.

"Dispute" has the meaning given to it in Clause 19.1;

"Encumbrance" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"Factory" has the meaning given to it in Recital B;

"Factory Site" means the site delineated in [blue] in the site layout plan attached hereto as Appendix 4 at which the Factory will be located;

"Feedstock" means rice husk, which is the outmost layer of the paddy grain that is separated from the unhulled rice during the milling process carried out at the Factory;

"Feedstock Specifications" means the specifications of the Feedstock as set out in Appendix 2;

"Force Majeure" means any occurrence which prevents or delays a Party from performing its obligations under this Agreement within the time required for the performance of such obligation and which is beyond the reasonable control and without the fault or negligence of the Party relying on such occurrence and such Party is unable to reasonably prevent or provide against such occurrence and includes wars, hostilities between states, terrorist acts, national strikes and lock-outs, embargoes, governmental acts and acts by governmental agencies, natural disasters, storms, floods, typhoon, adverse inclement weather materially affecting the supply and/or use of unhulled rice and acts of God;

"Good Industry Practice" means the standards, practices, methods and procedures conforming to the Law, and exercising that degree of skill and care diligence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

"Governmental Authority" means the Government of Myanmar and any ministry, department or political subdivision of the Government of Myanmar and any person under the direct or indirect control of the Government of Myanmar exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the Government of Myanmar or any other national or local government entity, instrumentality, agency, authority, corporation, committee, commission or independent regulatory authority within Myanmar;

"Invoice" has the meaning given to it in Clause 12.3(a).

"Joint Venture Agreement" means the joint venture agreement dated May 18, 2017 between the shareholders of the Purchaser company, namely Fujita Corporation and MAPCO.

"Kyat" means the lawful currency of Myanmar;

"Law" means any legislation, statute, act, degree, rule, order, treaty, regulation or announcement or any other law, or any interpretation thereof, which has been enacted, issued or promulgated by any Governmental Authority;

"Lease" means a lease for the Power Plant Site between the Parties to be entered on or about the date of this Agreement;

"Losses" means any and all damages, losses, liabilities, compensation, costs, charges or expenses that any Party pays, suffers or incurs or is liable for, including all legal fees and other expenses incurred in connection with the enforcement of the terms and conditions of this Agreement, but excluding all consequential loss incurred, whether directly or indirectly, by a Party for whatever reason or ground;

"Minimum Purchase" has the meaning given to it in Clause 4(c).

"Myanmar" means the Republic of the Union of Myanmar;

"MAPCO Expected Earnings" means the amount calculated pursuant to the following formula

$$\text{APP} \times 30\% \times (15 - N)$$

Where:

APP is the amount calculated by multiplying 6000 Kyat by the Minimum Purchase.

N is the total number of years that has lapsed from the Commercial Operation Date.

"**MAPCO Indemnified Parties**" has the meaning given to it in Clause 15.2;

"**MAPCO Parties**" has the meaning given to it in Clause 15.1(b);

"**MWh**" means mega watt per hour;

"**Non-Compliant Purchase Order**" has the meaning given to it in Clause 5(d);

"**Off-Spec Feedstock**" has the meaning given to it in Clause 7(d);

"**Overdue Amount**" has the meaning given to it in Clause 20.14.

"**Planned Monthly Consumption Amount**" has the meaning given to it in Clause 5(e);

"**Power Plant**" has the meaning given to it in Recital C;

"**Power Plant Site**" means the site delineated in [blue] in the site layout plan attached hereto as Appendix 5 at which the Power Plant will be located.

"**PPA**" has the meaning given to it in Recital C;

"**PPA Effective Date**" has the meaning given to "Effective Date" in the PPA;

"**Purchase Price**" has the meaning given to it in Clause 12.1(a);

"**Purchase Order**" means the purchase order issued by Purchaser to MAPCO in substantially the form attached hereto as Appendix 3;

"**Recipient**" has the meaning given to it in Clause 20.9.

"**Rejection Notice**" has the meaning given to it in Clause 7(d)(i);

"**Related Dispute**" has the meaning given to it in Clause 19.3(a);

"**Same Arbitral Tribunal**" has the meaning given to it in Clause 19.3(a);

"**SIAC**" has the meaning given to it in Clause 19.2(a);

"**Storage Facility**" means the facility to be constructed by MAPCO for the purposes of storing the Feedstock at the Storage Facility Site;

"**Storage Facility Site**" means the site delineated in [red] in the site layout plan attached hereto as Appendix 4 at which the Storage Facility will be located;

"**Storage Facility Works**" means the temporary and permanent works as may be required for or

ancillary to the construction and completion of the Storage Facility;

"**Tax**" means any tax, charge, tariff, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any Governmental Authority, including any value added tax (or other similar indirect taxes which may be in place from time to time), sales tax, stamp duty, import duty, withholding tax (whether on income, dividends, interest payments, fees, equipment, rentals or otherwise), tax on foreign currency loans or foreign currency transactions, excise tax, property tax, registration fee or licence, water tax or environmental, energy or fuel tax (including any fee or charge imposed or assessment on the basis of the carbon or calorific content of fuel);

"**Term**" has the meaning given to it in Clause 3; and

"**Transaction Documents**" means this Agreement, the Lease and the PPA.

1.2 Interpretation

- (a) References to "**Recitals**", "**Clauses**" and "**Appendixes**" are to recitals and clauses of, and appendixes to this Agreement and references to this "**Agreement**" shall mean this Agreement and the Appendixes hereto.
- (b) The headings in this Agreement are for convenience only and shall not affect the interpretation hereof.
- (c) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of any gender shall include all genders.
- (d) References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied or supplemented from time to time.
- (e) Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to the date of this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.
- (f) References to a "**person**" shall be construed so as to include any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality) and references to a "**company**" include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) References to times of the day are to local time in the relevant jurisdiction unless otherwise stated.
- (h) The words "**written**" and "**in writing**" include any means of visible reproduction.
- (i) Whenever the word "**including**" is used, it shall be deemed to be followed by the words "**but not limited to**" and where an expression is qualified by one or more examples preceded by the word "**including**", it shall not limit the general scope of that expression.

2. **CONDITIONAL AGREEMENT**

This Agreement only comes into effect on the PPA Effective Date.

3. **TERM**

This Agreement shall remain in effect from the PPA Effective Date until the last day of the PPA Term, unless terminated earlier in accordance with this Agreement ("**Term**").

4. **SUPPLY AND PURCHASE**

- (a) In accordance with and subject to the terms and conditions of this Agreement, MAPCO shall sell, supply and deliver to Purchaser, and Purchaser shall purchase from MAPCO, during the Term the Feedstock to meet the Power Plant's requirements to generate electricity.
- (b) MAPCO agrees that the sale, supply and delivery of the Feedstock shall be exclusive to Purchaser and shall not sell, supply and deliver any Feedstock to any other person, except as otherwise expressly permitted under this Agreement.
- (c) Purchaser agrees to purchase, take delivery of and accept from MAPCO no less than 15,120 tons per year of the Feedstock produced at the Factory during the Term ("**Minimum Purchase**").

5. **PURCHASE ORDER**

- (a) Purchaser may from time to time during the Term issue a Purchase Order to MAPCO.
- (b) Unless expressly permitted under Clause 5(d), MAPCO shall accept every Purchase Order issued by Purchaser and MAPCO shall sell, supply and deliver to the Delivery Location the quantity of Feedstock on the Delivery Date specified in the Purchase Order.
- (c) Purchaser shall not specify a Delivery Date in the Purchase Order which is less than [ten] (10)] Business Days from the date of the Purchase Order or earlier than the date of completion of the Storage Facility Works by MAPCO.
- (d) MAPCO shall be entitled to reject a Purchase Order issued by Purchaser in breach of Clause 5(c) ("**Non-Compliant Purchase Order**"). If MAPCO wishes to reject a Non-Compliant Purchase Order, MAPCO shall notify Purchaser of such rejection and the reasons for such rejection within five (5) Business Days from the date of the Purchase Order. If MAPCO does not provide any such notification of rejection, the Non-Compliant Purchase Order shall be deemed to be accepted by MAPCO and MAPCO shall sell, supply and deliver to the Delivery Location the quantity of Feedstock on the Delivery Date specified in that Purchase Order.
- (e) The Parties shall convene every third Thursday of every month or as otherwise mutually agreed by the Parties but shall in any event be at least once in each calendar month, to discuss and agree on the estimated amount of Feedstock to be purchased by Purchaser in the immediate following month ("**Planned Monthly Consumption Amount**"). The Parties agree that the Planned Monthly Consumption Amount creates a binding obligation on the Purchaser to purchase the entire amount of Feedstock contemplated in the Planned Monthly Consumption Amount, to the extent that MAPCO actually delivers, or is able to deliver, the Feedstock to Purchaser pursuant to Clause 6.

6. DELIVERY

- (a) MAPCO shall deliver to the Delivery Location all Feedstock ordered by Purchaser in Purchase Orders through a pipeline connected between the Storage Facility and the Delivery Location, by a suction type pneumatic conveying system or other such conveying systems agreed to by the Purchaser.
- (b) MAPCO shall at its own costs install the pipeline and the pneumatic conveying system or other such conveying systems agreed to by the Purchaser.
- (c) During transportation of the Feedstock, MAPCO shall ensure that the Feedstock is at all times kept secured, dry and protected from rain, moisture or other external factors that may affect the quality or characteristics of the Feedstock.
- (d) All Feedstock shall be delivered on the Delivery Date specified in the Purchase Order. Purchaser is not obliged to accept any delivery of the Feedstock earlier than the Delivery Date.
- (e) In the event MAPCO fails to deliver the quantity of the Feedstock specified in the Purchase Order on the Delivery Date or MAPCO delivers Off-Spec Feedstock that is rejected in accordance with Clause 7(d)(i), without prejudice to Purchaser's other rights or remedies under this Agreement or applicable law, MAPCO shall pay to Purchaser all reasonable costs and expenses actually incurred by Purchaser (evidenced by the production of purchase orders, delivery orders and invoices) arising from such failure to deliver or delay in delivering the Feedstock or delivery of Off-Spec Feedstock (including but not limited to any increased price of the Feedstock paid or to be paid to a third party source).

7. FEEDSTOCK SPECIFICATIONS

- (a) MAPCO warrants that all Feedstock delivered or to be delivered by MAPCO shall meet the Feedstock Specifications.
- (b) Purchaser shall be entitled to inspect the Feedstock stored at the Storage Facility at any time with prior notification to MAPCO, and with the presence of at least one employee designated by MAPCO.
- (c) Purchaser may at any time before, during or after the delivery of the Feedstock to Purchaser take a sample of the Feedstock ("**Sample**") for testing to determine if the Feedstock meets the Feedstock Specifications and forthwith provide MAPCO with one Sample and the testing report.
- (d) If Purchaser following any inspection or testing under this Clause is not reasonably satisfied that the Feedstock meets or will meet the Feedstock Specifications ("**Off-Spec Feedstock**"), Purchaser shall be entitled to at its sole and absolute discretion to:
 - (i) reject all or any part of the Off-Spec Feedstock (and/or other Feedstock which is delivered in the same delivery shipment as the Off-Spec Feedstock) and in such event, MAPCO shall, immediately upon receipt of such rejection notice ("**Rejection Notice**") from Purchaser, at its own costs collect and dispose the rejected Feedstock in a safe manner and in compliance with all applicable Law, and MAPCO shall deliver new Feedstock to the Delivery Location on the Delivery Date specified in the Rejection Notification; or

- (ii) accept the Off-Spec Feedstock and in such event, Purchaser and MAPCO shall in good faith determine a commercially reasonable reduction in the value of the Purchase Price to reflect the diminution in value of the Feedstock by reason of such non-compliance with the Feedstock Specifications and the Purchase Price shall be accordingly reduced by such amount (and if such Purchase Price before the reduction has already been paid, MAPCO shall reimburse the value equivalent to the reduction to Purchaser upon written notice from the Purchaser or Purchaser may set-off or deduct the same from any monies owing or as may become owing to MAPCO under this Agreement). For the avoidance of doubt the reduction of the value of the Purchase Price shall be based on the extent of the moisture content of the Off-Spec Feedstock where the higher the moisture content, the greater the reduction in the value of the Purchase Price as follows:
 - (A) where the moisture content is between 15%-20%, the reduction in the Purchase Price shall be a corresponding 5% discount per tonne of Feedstock;
 - (B) where the moisture content of the Feedstock is between 20-25%, the reduction in the Purchase Price shall be a corresponding 10% discount per tonne of Feedstock; and
 - (C) where the moisture content of the Feedstock is between 25%-30%, the reduction in the Purchase Price shall be a corresponding 15% discount per tonne of Feedstock.
- (e) Without prejudice to other rights and remedies of Purchaser under this Agreement (including Clause 7(d)) or applicable law, if Purchaser uses Off-Spec Feedstock in its testing, commissioning or operation of the Power Plant and this causes any damage to the Power Plant, MAPCO shall indemnify Purchaser from and against any Losses as may be incurred or suffered by Purchaser arising from or in connection with such damage (including any costs of rectification of such damage) provided that this shall not apply if there is failure or negligence on Purchaser's part with relation to Purchaser sampling and testing pursuant to Clause 7(c).

8. TITLE AND RISK

All title and ownership and risk of any loss, contamination or damage to the Feedstock shall pass to Purchaser when the Feedstock is delivered to Purchaser at the Delivery Location. Such title and ownership shall be transferred to Purchaser free from all Encumbrances and Claims whatsoever.

9. FACTORY AND STORAGE FACILITY

- (a) MAPCO shall at its own costs develop and construct the Factory. MAPCO warrants that the Factory when completed will be able to generate not less than 32 tonnes of Feedstock per day ("**Factory Guaranteed Quantity**").
- (b) MAPCO shall at its own costs develop and construct the Storage Facility which shall have the capacity to store 7 days' worth of the Feedstock and is able to sufficiently protect the Feedstock from being exposed to rain, moist or other substances that may affect the quality of the Feedstock.
- (c) MAPCO shall at its own costs obtain all such approvals, authorisations and permits as may be required to develop, construct, complete, operate, maintain and use the Factory and Storage Facility.

- (d) MAPCO shall provide Purchaser with a monthly progress report on the development and construction of the Factory, Storage Facility, pipeline for the conveyance of Rice Husk from Storage Facility to the Delivery Location and the conveying system.
- (e) Purchaser may at any time inspect the development and construction work of the Storage Facility. If Purchaser finds that the work for the Storage Facility (or materials or equipment used for such works) are not in accordance with this Agreement, Purchaser may request MAPCO to rectify or replace such works and MAPCO shall duly and promptly comply with such request at its own costs.
- (f) MAPCO shall ensure that the Factory, Storage Facility pipeline for the conveyance of Rice Husk from Storage Facility to the Delivery Location and the conveying system, is completed on or before the completion of the construction of the Power Plant. In this regard, the Parties shall in good faith fully cooperate with each other and communicate to coordinate the progress of the construction of the Factory, Storage Facility and Power Plant such that the construction is completed at or around the same time.

10. MAPCO GUARANTEE

- (a) MAPCO acknowledge that the Feedstock will be used as fuel for the generation of electricity and that it is vital for Purchaser to have access to a sufficient amount of the Feedstock for the Purchaser's business and operations.
- (b) MAPCO shall supply to the Purchaser, from its Factory or from other third party sources, no less than 56 tonnes of Feedstock per day ("**Guaranteed Amount**"). MAPCO shall be liable to the Purchaser for all reasonable compensation, costs, charges and expenses actually incurred by Purchaser (evidenced by the production of purchase orders, delivery orders and invoices) arising from such failure to deliver the Guaranteed Amount (including but not limited to any increased price of the Feedstock paid or to be paid to a third party source).
- (c) In the event that the Factory Guaranteed Quantity is insufficient or there is a shortfall from the Factory Guaranteed Quantity and MAPCO is unable or is unlikely to be able to supply Feedstock as ordered by Purchaser via a Purchase Order, MAPCO shall source the Feedstock from alternative suppliers in order to meet this shortfall. Any supply of Feedstock not produced by the Factory from an alternative supplier shall not in any way relieve, reduce or affect any obligation or liability of MAPCO under this Agreement (including its obligation with respect to the quality and timely delivery of the Feedstock) and MAPCO shall be fully responsible for the acts or omissions of the alternative supplier as if they were the acts or omissions of MAPCO.

11. MEASUREMENT

- (a) Purchaser shall at its own costs install an ultrasonic level meter at the Delivery location to weigh and determine the Delivered Quantum.
- (b) The Delivered Quantum shall be determined in accordance with the following formula:

$$\text{Delivery Quantum} = (LA-LB) * 0.25 * D^* * 3.14 * Vf * Bd$$

Where:

LA is the level of Rice Husk in the Delivery Location after the Rice Husk has been delivered by MAPCO.

LB is the level of Rice Husk in the Delivery Location before the Rice Husk has been delivered by MAPCO.

D is the diameter of the silo of the Delivery Location.

Vf is 0.9, which is the void volume in the silo that will be factored into the calculation.

Bd is 0.16 ton per m³, which is the bulk density of the Rice Husk.

- (c) Purchaser shall provide a report of the Delivered Quantum calculated pursuant to Clause 11(b) every 7 days for MAPCO's review ("**Delivery Report**"). The Parties agree to amicably settle any disputes with regards to the Delivered Quantum.
- (d) In the event that a Party finds the Delivery Quantum calculated pursuant to the formula above does not reflect the actual amount of Feedstock delivered by MAPCO to Purchaser, provided that it is within 6 months from the Commercial Operation Date, the Parties shall adjust the factors of the Delivery Quantum formula to a more accurate figure.

12. PURCHASE PRICE AND TERMS OF PAYMENT

12.1 Purchase Price

- (a) In consideration of the sale, supply and delivery of the Feedstock to Purchaser, Purchaser shall pay to MAPCO a purchase price for Feedstock calculated according to the following formula ("**Purchase Price**"):

$$\text{Purchase Price} = 6,000 \text{ Kyat per tonne} * \text{Delivered Quantum}$$

- (b) Where any withholding Taxes are payable under the laws of Myanmar, Purchaser shall be entitled to deduct or withhold any such withholding Taxes from the Purchase Price or such other amount owing to MAPCO under this Agreement.

12.2 No Price Adjustment

The Purchase Price shall be fixed for the Term and shall not be adjusted for any reason notwithstanding any changes in law, fluctuation in currency, increase in the costs of labour and materials and any matter which affect the costs of production, supply and/or delivery of the Feedstock or the performance of MAPCO's obligations under this Agreement.

12.3 Payment Terms

- (a) After the issue of a Delivery Report, MAPCO shall issue an invoice to Purchaser for the Purchase Price for that delivery. Unless disputed in good faith by Purchaser, Purchaser shall pay the Purchase Price as invoiced by MAPCO ("**Invoice**") in accordance with this Agreement within thirty (30) days from the date of receipt of the invoice.
- (b) All Purchase Price shall be paid in Kyat or USD, unless otherwise agreed by both Parties, by way of telegraphic or interbank transfer to a bank account designated by MAPCO. The TTM rates published by the Central Bank of Myanmar on the day of the payment shall be used

to convert the amount of payment from Kyat to USD. Any bank and telegraphic transfer charges relating to such payment shall be borne by Purchaser.

- (c) If the due date of a payment for an invoice falls on a day other than a Business Day, the payment shall be made on the next Business Day.
- (d) Payment of the full amount invoiced does not constitute a waiver with respect to any Claims Purchaser may have against MAPCO.

12.4 Set-off

Purchaser shall be entitled to set-off, deduct or withhold from any monies owing or as may become owing to MAPCO under or arising from any Transaction Document any Losses as may be incurred or suffered by Purchaser as a result of any breach, act or omission of MAPCO under or in connection with any Transaction Document.

13. WARRANTIES

13.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that:

- (a) Due Incorporation: It is a limited liability company, duly incorporated and validly existing under the laws of Myanmar;
- (b) Authority: It has full power and authority to enter into and perform its obligations under this Agreement;
- (c) Authorisations: It has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) Binding Obligations: This Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration and the occurrence of the PPA Effective Date, is enforceable in accordance with its terms;
- (e) No Default of Documents: Its entry into this Agreement and its performance of the transactions contemplated by this Agreement do not conflict with:
 - (i) any Law applicable to it;
 - (ii) its constitutional documents;
 - (iii) any document which is binding upon it or any of its assets; or
 - (iv) any governmental approval; and
- (f) No Pending Action or Proceeding: There is no current, pending or threatened action or proceeding affecting it before any court, governmental agency or arbitrator that if adversely determined, may reasonably be expected to affect materially and adversely the financial condition or operations of that Party or the ability of that Party to perform its obligations under, or which purports to affect the legality, validity or enforceability of this Agreement.
- (g) No insolvency: No Insolvency Event has occurred with respect to the Party or is likely to be commenced against the Party.

13.2 Timing of Representations and Warranties

The representations and warranties in Clause 13.1 are made by the Parties on the Signing Date and are deemed to be repeated on the PPA Effective Date.

13.3 Specific Warranties on Feedstock

MAPCO further represents and warrants to Purchaser that:

- (a) all Feedstock supplied and delivered to Purchaser under this Agreement (including those Feedstock not produced by the Factory) satisfies the Feedstock Specifications and is suitable for use as feedstock for the purposes of generation of electricity at the Power Plant;
- (b) all Feedstock has not and will not be exposed to water or be subject to contamination during its milling process or its transportation to the Storage Facility;
- (c) MAPCO has good and full ownership title to the Feedstock and is fully authorised and has the power and ability to transfer the ownership and title of the Feedstock to Purchaser free and clear from all Encumbrances and Claims; and
- (d) MAPCO is able to supply to the Purchaser no less than the Guaranteed Amount of Feedstock.

14. LIMITATION OF LIABILITY

14.1 No consequential losses

Save as may be provided to the contrary in this Agreement:

- (a) should any Party have a claim for damages against any other Party in terms of this Agreement, such damages shall be limited to payment of direct loss and any damage that MAPCO may suffer or incur; and
- (b) neither Party shall have any liability hereunder to the other Party in respect of loss of profits or revenue (whether direct or indirect), special, indirect or consequential damages.

14.2 Limits on Liability

- (a) MAPCO's aggregate liability for each year of the Term under, arising from or in connection with this Agreement (whether in equity, tort (including negligence or strict liability), breach of contract or statute or any other cause of action) shall not under any circumstances exceed the sum equal to eighty per cent (80%) of the aggregate amount of the Purchase Price paid by the Purchaser to MAPCO for that year ("**Annual Liability Cap**"). The Purchaser hereby waives any right to claim from MAPCO any amount in excess of the Annual Liability Cap.
- (b) Without prejudice to Clause 14.2(a), MAPCO's aggregate liability under, arising from or in connection with this Agreement (whether in equity, tort (including negligence or strict liability), breach of contract or statute or any other cause of action) for the entire period commencing on the first day of the Term and ending on the last day of the Term shall not under any circumstances exceed the sum equal to USD500,000 ("**Aggregate Liability Cap**"). The Purchaser hereby waives any right to claim from MAPCO any amount in excess of the Aggregate Liability Cap.

15. INDEMNITIES AND INSURANCE

15.1 MAPCO shall fully indemnify and hold harmless Purchaser, its affiliates, shareholders, officers, employees and agents (collectively, "**Purchaser Indemnified Parties**") from and against any Claims as may be made or instituted against any of the Purchaser Indemnified Parties and Losses as may be incurred or suffered by any of the Purchaser Indemnified Parties arising out of, as a result of or in connection with:

- (a) MAPCO's breach or failure to perform any of its obligations under this Agreement;
- (b) any personal injury, death or property damage caused by or arising from any act or omission by MAPCO, its affiliates, shareholders, sub-suppliers and sub-contractors and their respective employees, agents or representatives (collectively, "**MAPCO Parties**");
- (c) the contravention of any applicable Law by any of the MAPCO Parties; and/or
- (d) any breach of a representation or warranty given by MAPCO under Clause 13.

15.2 Purchaser shall fully indemnify and hold harmless MAPCO its affiliates, shareholders, officers, employees and agents (collectively, "**MAPCO Indemnified Parties**") from and against any Claims as may be made or instituted against any of the MAPCO Indemnified Parties and Losses as may be incurred or suffered by any of the Indemnified Parties arising out of, as a result of or in connection with:

- (a) Purchaser's breach or failure to perform any of its obligations under this Agreement;
- (b) any personal injury, death or property damage caused by or arising from any act or omission by Purchaser, its affiliates, shareholders, sub-suppliers and sub-contractors and their respective employees, agents or representatives (collectively, "**Purchaser Parties**");
- (c) the contravention of any applicable Law by any of the Purchaser Parties; and/or
- (d) any breach of a representation or warranty given by Purchaser under Clause 13.

15.3 The Parties indemnity obligations under this Clause 15 shall apply regardless of whether any of the MAPCO Indemnified Parties or Purchaser Indemnified Parties were contributory negligent, whether actively or passively, excepting only where the Loss or Claim was caused solely by the negligence or wilful misconduct of the indemnified Party.

15.4 Without prejudice to its indemnification obligations under this Agreement, MAPCO shall at its own cost, take out and maintain the following insurances during the Term:

- (a) property insurance policy covering the Factory, Storage Facility, including the personal property, documents, furniture, fixtures and equipment in the Factory and Storage Facility, and business interruption on an all risk, replacement cost basis, including fire, earthquake and flood. MAPCO shall discuss the coverage and the term of the insurance policy and obtain Purchaser's prior written consent before taking out an insurance policy.
- (b) commercial general liability insurance covering claims for (i) personal injury, (ii) bodily Injury and death and (iii) property damage. MAPCO shall discuss the coverage and the term of the insurance policy and obtain Purchaser's prior written consent before taking out an insurance policy.

16. TERMINATION

16.1 Either Party may terminate this Agreement immediately by notice in writing to the other Party if the other Party:

- (a) commits a material breach of this Agreement and (in the case such breach is capable of being remedied) fails to remedy such breach within forty-five (45) days after notice by the non-defaulting Party; or
- (b) undergoes an Insolvency Event.

16.2 The Affected Party, who has been prevented from performing its obligations hereunder due to Force Majeure for a period more than six (6) months, may by written notice to the other Party terminate this Agreement.

16.3 This Agreement shall automatically terminate upon the termination of the PPA for any reason.

16.4 Upon the termination of this Agreement, the remedies as set out in clause 9.3, 14.2 or 14.3 of the PPA shall apply. In addition, in the event that this Agreement is terminated due to the Purchaser's default, the Purchaser shall pay to MAPCO any outstanding Invoice (including any late payment interest under Clause 20.14) payable by the Purchaser as of the date of termination and MAPCO's Expected Earnings.

17. FORCE MAJEURE

17.1 No Liability

Neither Party shall be liable to the other for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event of Force Majeure, provided however that an event of Force Majeure shall not excuse any failure or delay to pay any Purchase Price or other amount due to either Party under this Agreement.

17.2 Obligation to Diligently Cure Force Majeure

If either Party relies on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the event ("**Affected Party**") shall:

- (a) provide prompt notice to the other Party of the occurrence of the said event of Force Majeure giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder;
- (b) exercise all reasonable efforts to continue to perform its obligations hereunder;
- (c) expeditiously take action to correct or cure the event of Force Majeure excusing performance;
- (d) exercise all reasonable efforts to mitigate or limit any loss to the other Party to the extent such action does not adversely affect its own interest; and
- (e) provide prompt notice to the other Party of the cessation of the event of Force Majeure giving rise to its excused performance.

18. GOVERNING LAW

The provisions of this Agreement, including the existence and validity of this Agreement, shall be governed by and construed in accordance with the laws of Singapore.

19. DISPUTE RESOLUTION

19.1 Amicable Settlement

If there are any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") arising out of or in connection with this Agreement, the Parties must use the following procedure to resolve the dispute:

- (a) the Parties must try and solve the Dispute amicably and by reasonable and appropriate means;
- (b) if a Dispute is not resolved or disposed of under Clause 19.1(a) within sixty (60) days after one Party notifies the other of the existence of such Dispute, the Dispute referred to in the notice must be considered by the Parties' Chief Executive Officers or equivalent, who must use their reasonable endeavours to resolve such Dispute. If a resolution or disposal of the matter in Dispute is agreed upon, the Parties must jointly execute a statement setting out the terms of such resolution and disposal; and
- (c) if a Dispute is not resolved or disposed of under Clause 19.1(b) within sixty (60) days after the matter is referred to the Chief Executive Officers or a party otherwise fails to comply with its obligations under Clause 19.1(b), the Dispute shall be resolved in accordance with Clause 19.2.

19.2 Dispute Resolution

- (a) Any Dispute, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (b) The seat of the arbitration shall be Singapore.
- (c) The Tribunal shall consist of one (1) arbitrator, who shall be appointed by the President of the SIAC.
- (d) The language of the arbitration shall be English.

19.3 Joinder of Dispute

- (a) If MAPCO and the Purchaser acting in good faith are of the opinion that any Dispute is substantially the same or is connected with or relates to issues raised in a dispute, difference or claim between the Parties under, arising out of or under either of the other Transaction Documents ("**Related Dispute**"), the Parties agree that the Dispute and the Related Dispute shall be heard and determined by the same arbitrator ("**Same Arbitral Tribunal**"). To this end, in the case where Parties are not able to agree whether the dispute, difference or claim between the Parties is a Related Dispute, the Parties agree to submit the matter to the President of the SIAC for determination, including a determination whether the Same Arbitral Tribunal shall be the arbitral tribunal appointed or to be appointed to hear and determine the Dispute or the Related Dispute (and if there is more than one (1) Related Dispute, any one (1) of the Related Disputes). Any previous appointment of arbitrator(s) shall lapse (in whole or in part,

as the case may be) with such costs of the arbitrator(s) to be borne by each Party in equal proportions.

- (b) The Parties hereby agrees to:
 - (i) any joinder or consolidation of the Dispute and Related Dispute and the arbitration proceedings in respect of such Dispute and Related Dispute;
 - (ii) the Same Arbitral Tribunal as selected by the President of the SIAC under Clause 19.3(a) hearing and determining the Dispute and Related Dispute (whether hearing the evidence for one (1) dispute immediately before or after the other or at the same time); and
 - (iii) take all steps necessary to give effect to any of the aforesaid with costs to be borne by each Party in equal proportions.
- (c) Each Party hereby waives any objections it may have as to the validity and/or enforcement of any arbitral awards made by the Same Arbitral Tribunal where such objection is on the basis of the joinder or consolidation under this Clause 19.3.

20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the same, whether such be written or oral.

20.2 No Waiver

- (a) No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

20.3 Assignment and Subcontracting

- (a) Except in accordance with Clauses 20.3(c) and 20.3(d), MAPCO shall not sell or transfer its ownership, right or interest in or with respect to the Factory Site, Factory, Storage Facility or Storage Facility Site or assign or transfer this Agreement or any rights or obligations under this Agreement, to any person, without the prior written consent of Purchaser. To obtain the prior written consent of the Purchaser, MAPCO shall provide the Purchaser with reasonable details of the intended assignee or transferee (as the case may be) at a reasonable time before the proposed date of such sale, assignment or transfer. If the Purchaser consents, MAPCO shall execute such documents and do such things as may be required by MAPCO to give effect to such sale, assignment, or transfer.
- (b) Except in accordance with Clauses 20.3(c) and 20.3(d), Purchaser shall not sell, assign, novate or transfer its interest under this Agreement to any person without MAPCO's prior written

consent. To obtain the prior written consent of the MAPCO, Purchaser shall provide MAPCO with reasonable details of the intended assignee, novatee or transferee (as the case may be) at a reasonable time before the proposed date of such sale, assignment, novation or transfer. If MAPCO consents, Purchaser shall execute such documents and do such things as may be required by Purchaser to give effect to such sale, assignment, novation or transfer.

- (c) Either party may transfer, novate or may assign this Agreement to its Affiliate without the prior written consent of the other party provided that such Affiliate agrees to be bound by the terms of this Agreement and remains an Affiliate during the Term.
- (d) The Parties agree that, without limitation the other provisions of this Clause, in the case of any sale, assignment or transfer of the Factory Site, Factory, Storage Facility or Storage Facility Site by MAPCO or a sale, assignment, novation or transfer of the Power Plant by the Purchaser ("**Assignor**"), the Assignor shall procure that the intended assignee, transferor or novatee (as the case may be) executes an appropriate deed prior to the completion of the intended sale, assignment, novation or transfer to observe and perform all the provisions and obligations of this Agreement as applicable.

20.4 Further Assurance

At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.

20.5 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

20.6 Costs

Each Party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement, and all documents ancillary to it.

20.7 Severability of Provisions

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

20.8 Communications

- (a) All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, courier services or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number, and marked for the attention of such person (if any), designated by it to the other Parties for the purposes of this Agreement or to such other address or facsimile number, and marked for the attention of such person, as a Party may from time to time duly notify the other Parties in writing.

20.10 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) facsimile or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other Party with the original of such counterpart as soon as reasonably possible thereafter.

20.11 Variation

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "**variation**" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied. No course of dealing among the Parties shall be deemed to modify, amend or discharge any provision or term of this Agreement. No delay by any Party in the exercise of any of its rights or remedies shall operate as a waiver thereof, and no single or partial exercise by any Party of any such right or remedy shall preclude the other Parties from further exercise thereof. Waiver of any right or remedy on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any other occasion.

20.12 Independent Contractor

MAPCO shall act as an independent contractor and not as an agent or employee of Purchaser or its agents.

20.13 Transaction Documents

- (a) A breach of the terms of any Transaction Document by either Party shall constitute a breach of the other Transaction Documents.
- (b) If any Transaction Document is terminated for any reason prior to the end of the Term, the other Transaction Documents shall also automatically terminate with effect from the date of termination of that first mentioned Termination Document.
- (c) The rights and remedies of either Party under this Agreement are cumulative and are in addition, and without prejudice, to any other rights and remedies that may be available to that Party under or arising from the other Transaction Documents.

20.14 Interest

If a Party fails to make any payment ("**Overdue Amount**") due the other Party under this Agreement by the date on which such payment is due, the Overdue Amount shall accrue interest at the Default Interest Rate from time to time. Such interest shall accrue on a daily basis from and including the date the Overdue Amount is due until the date of full payment thereof.

[Signature page follows.]

IN WITNESS WHEREOF this Agreement has been executed on the date stated at the beginning.

SIGNED BY

Shoichi Inoue

for and on behalf of

Myaung Mya FM Biomass Power Co., Ltd

in the presence of:

和能 沙段香

Signature of the witness

HATSUSHIKA SAYAKA

Name of the witness (block letters)

井上 祥一

Signature of

SIGNED BY

Ye Min Aung

for and on behalf of

**Myanmar Agribusiness
Public Corporation (MAPCO) Limited**

in the presence of:

Hweikun

Signature of the witness

HWEI-KIM CHIN

Name of the witness (block letters)

*

Signature of

Appendix 2 – Feedstock Specifications

- | | | | |
|----|---------------------------------|---|-----------------------|
| 1. | Moisture Content | : | $\leq 15\%$ |
| 2. | Gross Calorific Value (kcal/kg) | : | 3864 ± 50 kcal/kg |
| 3. | Ash Content | : | $\leq 20\%$ |

Appendix 3 – Purchase Order

Purchase Order

Date	Month Day, Year		

To: Myanmar Agribusiness Public Corporation (MAPCO) Limited

Please deliver Feedstock (Rice Husk) which meets the Feedstock Specification to the Project site located at

Feedstock Specifications

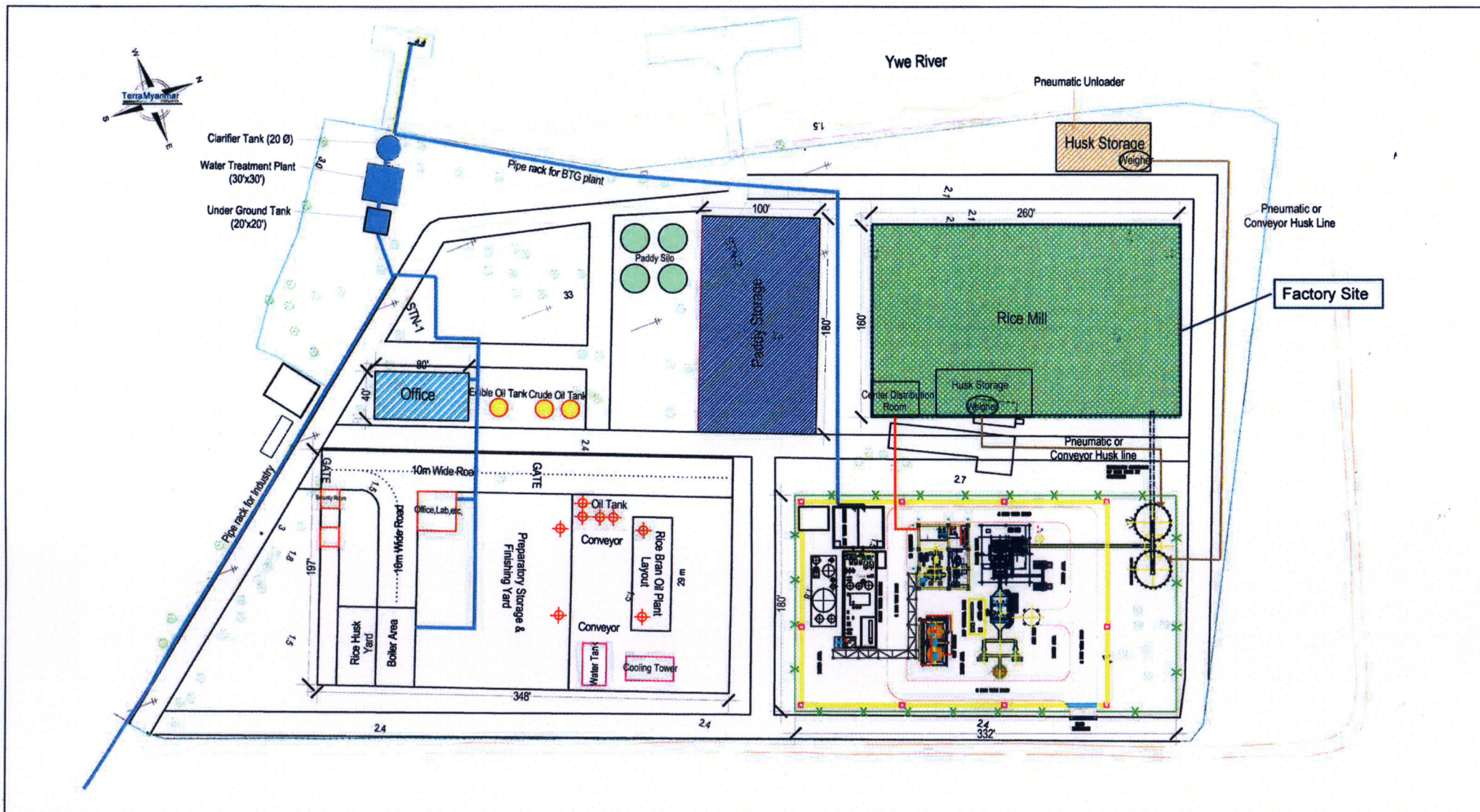
1. Moisture Content : 15%
2. Gross Calorific Value (kcal/kg) : 3864±50 kcal/kg
3. Ash Content : ≤ 20%


		Ref No.		
Term	From		To	
Delivery Date	Every day during the term			
Purchase Quantity for term			tons	
Purchase Quantity per day			tons/per day	

MYAUNG MYA FM BIOMASS POWER CO., LTD

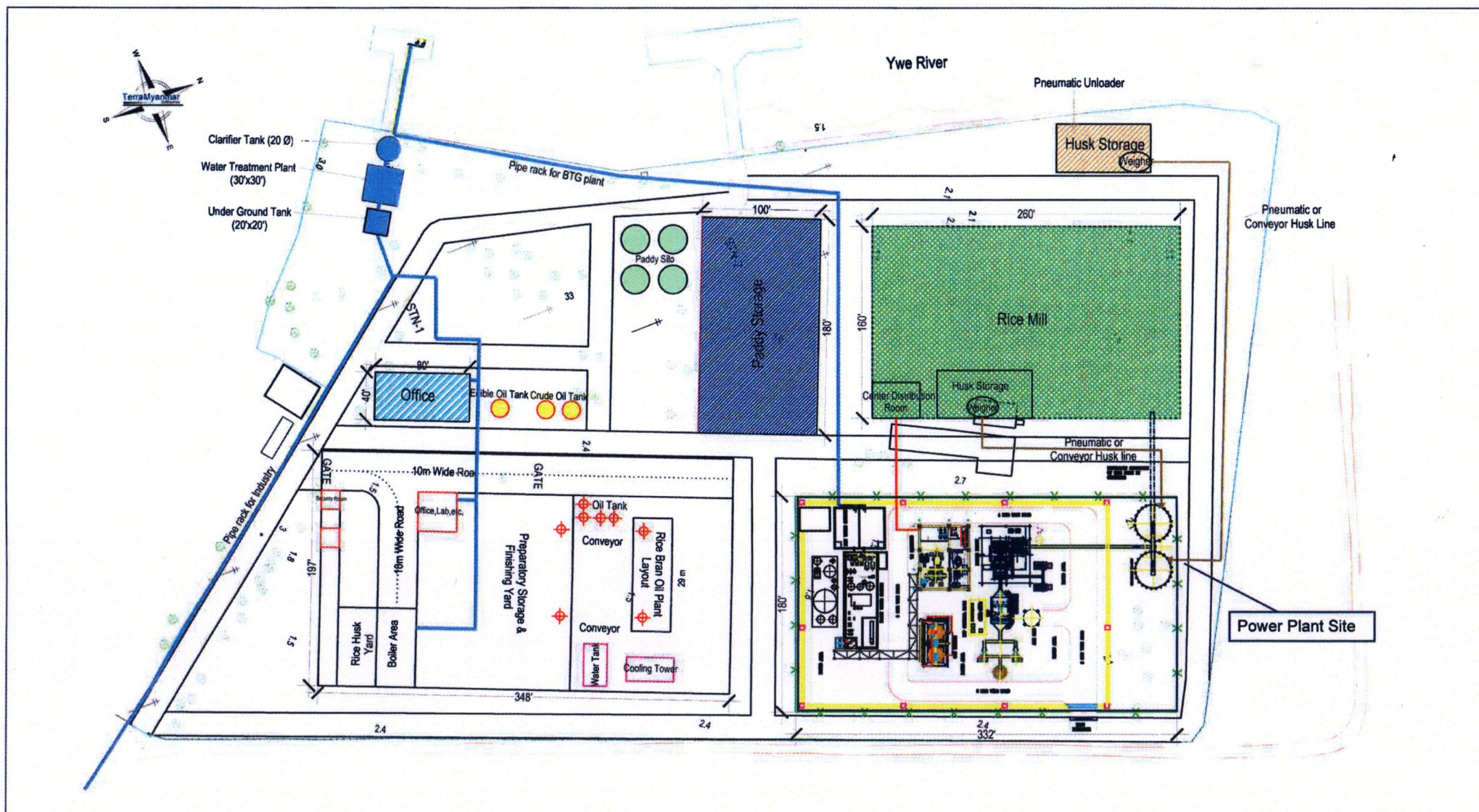
Name
Title


Appendix 4 – Factory Site



Drawing Title; Conceptual Layout Plan	Project Title; Rice Mill, Bran Oil Mill & Husk Fired Power Plant Project (Myaung Mya)	Draw By	ZNMH	 Myanmar Agribusiness Public Corporation MAPCO Building, No.100, Warden and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Seik Kan (Port) Tsp, Myanmar. Tel : (+95-1) 230 1652 ~ 53 Fax : (+95-1) 230 1653 Website : www.mapco.com.mm Email: bod@mapco-ygn.com
		Checked By	U Kyin Swe	
		Approved By	U Kyin Swe	
Drawing no. : 010/2017	Sheet no. : A-001	Date : 26.5.2017	Scale : As Shown	

Appendix 5 – Power Plant Site



Drawing Title; Conceptual Layout Plan	Project Title; Rice Mill, Bran Oil Mill & Husk Fired Power Plant Project (Myaung Mya)	Draw By	ZNMH	 Myanmar Agribusiness Public Corporation MAPCO Building, No.100, Warden and Kan Nar Street, Beside the Concrete Express Way, Warden Port Area, Selaik (Port) Tsp, Myanmar. Tel : (+95-1) 230 1652 ~ 53 Fax : (+95-1) 230 1653 Website : www.mapco.com.mm Email: bod@mapco-ygn.com
		Checked By	U Kyin Swe	
		Approved By	U Kyin Swe	
Drawing no. : 010/2017	Sheet no. : A-001	Date : 26.5.2017	Scale : As Shown	



EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 782/ 48 01 02

This is to certify that the signature of Ms. Ayako OGAWA, official of the Ministry of Foreign Affairs, affixed to accompanying "Declaration", under the Tokyo Legal Affairs Bureau, Registration No.160799 dated 28th October 2015 is genuine.

The Embassy assumes no responsibility for contents of the documents.



Dated: 29th October 2015

29/10/2015

For Charge d' Affaires a.i.,
(Ei Zin Oo, First Secretary)



 Daiwa House Group®

Fujita Corporation

4-32-22, Nishishinjuku, Shinjuku-ku, Tokyo, 160-8377 Japan
Telephone: (03)3402-1911

October 28 , 2015


DECLARATION

I, Yoji Okumura, President and CEO Representative Director of Fujita Corporation, do hereby solemnly and sincerely declare:

1. That I am well acquainted with the Japanese and English languages, and
2. That the attached document:
“Certificate of All Present Matters on Commercial Register”
is a true English translation from the original Japanese text.

And I make this solemn declaration conscientiously believing the same to be true and correct.

Fujita Corporation



Yoji Okumura
President and CEO
Representative Director

Certificate of All Present Matters on Commercial Register

22 Nishishinjuku Shinjuku-Ku, Tokyo

Fujita Corporation

Corporate Number	0110-01-039242
Trade Name	Fujita Corporation
Head Office	4-32-22 Nishishinjuku Shinjuku-Ku, Tokyo
Method of Public Notice	Notified through electronic publication on; http://www.fujita.co.jp . In case electronic publication is not available, notification shall be given in the Nihon Keizai Shimbun newspaper.
Date of Incorporation	1 Oct 2002
Objectives	<p>(1) Undertaking planning, design, management and consulting for construction works.</p> <p>(2) Research, planning, design, management and consulting for space development, marine development, regional development, urban development, natural resource development and maintenance of environment.</p> <p>(3) Purchase and sale, exchange, lease and management of real estates, agent or intermediary thereof and appraisal and evaluation of real estates.</p> <p>(4) Type 2 financial business transaction in accordance with Financial Instruments and Exchange Law, investment advisor and brokerage, and financial investment</p> <p>(5) Business transaction in accordance with Securitized Real Estate Specified Joint Business Law.</p> <p>(6) Business relating to development and sale of residential land and construction and sale of houses.</p> <p>(7) Business relating to investigation of soil contamination status and elimination of contamination.</p> <p>(8) Maintenance and management of buildings and structures and equipment.</p> <p>(9) Possession and operation of and consulting on, accommodation facilities, sports facilities, recreational facilities, health and medical facilities, educational facilities and restaurants and travel agency businesses.</p> <p>(10) Planning, development, acquisition, lease, sale and information processing of intangible property rights including industrial property rights and copyrights and know-how and other software copyrights.</p> <p>(11) Development, sale and lease, and maintenance and management of computer equipment and electronic equipment.</p> <p>(12) Planning, development and sale relating to information and telecommunication systems.</p> <p>(13) Research and development of multi-media communication systems.</p> <p>(14) Manufacture, processing, sale and lease of materials, equipment, and machinery systems for construction.</p> <p>(15) Employment agency business.</p> <p>(16) Other financing business including loan business.</p> <p>(17) Any and all businesses associated with the foregoing.</p>
Number of Shares Per Unit	100 shares
Total Number of Shares to be Issued	545,000,000 shares

Certificate of All Present Matters on Commercial Register

2 Nishishinjuku Shinjuku-Ku, Tokyo
 a Corporation

Total Number of Shares Issued and Type and Number Thereof	Total number of shares issued; 18,888,889 shares	
Amount of Capital	Yen 14 billion 2,205,010	
Rules and regulations of restriction on transfer of shares	In case of transfer or acquisition of the shares of this company, transfer or acquirer shall get permission on Board Meeting in advance.	
Name and Address of Transfer Agent and its Handling Office	1-4-1, Marunouchi, Chiyoda-ku, Tokyo Sumitomo Mitsui Trust Bank, Limited Stock Transfer Agency Business Planning Dept. Sumitomo Mitsui Trust Bank, Limited	
Matters Concerning Officers of the Company	Director Yoji Okumura	Appointed on 1 April 2015
	Director Atsushi Kanakubo	Appointed on 1 October 2015
	Director Makoto Iwasa	Appointed on 1 October 2015
	Director Tatsurou Tsuchiya	Appointed on 1 April 2015
	Director Tamo Kaneko	Appointed on 1 April 2015
	Director Kenichiro Fuji	Appointed on 1 October 2015
	Director Masayuki Asakawa	Appointed on 1 April 2015
	Director Masaharu Yasui	Appointed on 1 October 2015
	Director Toru Hirano	Appointed on 1 April 2015

Certificate of All Present Matters on Commercial Register

Nishishinjuku Shinjuku-Ku, Tokyo

Corporation

Director Toshiaki Takahashi	Appointed on 1 October 2015
Director Shigeru Iwai	Appointed on 1 October 2015
Director Masahiro Fujii	Appointed on 1 October 2015
Director Takeshi Kousokabe	Appointed on 1 April 2015
Director Kazuto Tsuchida	Appointed on 1 April 2015
Director Keiichi Yoshii	Appointed on 1 April 2015
9-19 Minamicho 1-chome Kokubunji City Tokyo Representative Director Yoji Okumura	Appointed on 1 April 2015
130-7, Ishiwata, Nagano-shi, Nagano, Japan Representative Director Atsushi Kanakubo	Appointed on 1 October 2015
606-70 Flower hill 60-7 Ooaza Mizuno Sayama City Saitama Representative Director Tatsuou Tsuchiya	Appointed on 1 April 2015
14-18 Higashikaigankita 3-chome Chigasaki City Kanagawa Representative Director Tamo Kaneko	Appointed on 1 April 2015
Auditor Masahiro Niwa	Appointed on 28 June 2012
Auditor Tuyoshi Nakamura	Appointed on 1 October 2015
External Auditor Sigemichi Aoki	Appointed on 1 October 2015

Certificate of All Present Matters on Commercial Register

22 Nishishinjuku Shinjuku-Ku, Tokyo
ita Corporation

	External Auditor Keiichi Tadaki	Appointed on 28 June 2012
	External Auditor Kazuo Nagashima	Appointed on 28 June 2012
	Accounting Auditor Deloitte Touche Tohmatsu LLC	Re appointed on 25 June 2015
Rules Concerning Exemption of Directors, etc. from Liabilities to the Company	<p>By a resolution of the Board of Directors, the Company may exempt the directors (including those who were directors) from the liabilities in accordance with sub-article 1 of Article 426 of the Company law within the limit stipulated by the laws and regulations.</p> <p>By a resolution of the Board of Directors, the Company may exempt the statutory auditors (including those who were statutory auditors) from the liabilities in accordance with sub-article 1 of Article 426 of the Company law within the limit stipulated by the laws and regulations.</p> <p>By a resolution of the Board of Directors, the Company may exempt the accounting auditors (including those who were accounting auditors) from the liabilities in accordance with sub-article 1 of Article 426 of the Company law within the limit stipulated by the laws and regulations.</p>	
Rules Concerning Exemption of External Directors etc. from Liabilities to the Company	<p>By a resolution of the Board of Directors, the Company may enter into an agreement to exempt the external directors from the liabilities in accordance with sub-article 1 of Article 427 of the Company law within the limit stipulated by the laws and regulations. Provided always that the limit shall be the total sum of each of sub-article 1 of Article 425 of the Company law.</p> <p>By a resolution of the Board of Directors, the Company may enter into an agreement to exempt the external statutory auditors from the liabilities in accordance with sub-article 1 of Article 427 of the Company law within the limit stipulated by the laws and regulations. Provided always that the limit shall be the total sum of each of sub-article 1 of Article 425 of the Company law.</p> <p>By a resolution of the Board of Directors, the Company may enter into an agreement to exempt the accounting auditors from the liabilities in accordance with sub-article 1 of Article 427 of the Company law within the limit stipulated by the laws and regulations. Provided always that the limit shall be the total sum of each of sub-article 1 of Article 425 of the Company law.</p>	
Branches	1	25-2, Sendagaya 4-chome, Shibuya-ku, Tokyo
	2	15-1, Benten 1-chome, Chuo-ku, Chiba City
	3	7-5, Sakuragi-cho 1-chome, Omiya-ku, Saitama City
	4	78, Onoe-cho 5-chome, Naka-ku, Yokohama City
	5	1-16, Dojima 2-chome, Kita-ku, Osaka City

Certificate of All Present Matters on Commercial Register

22 Nishishinjuku Shinjuku-Ku, Tokyo
ita Corporation

	8-6, Naka-machi, Naka-ku, Hiroshima City
	7
	1-1 Simokawabata-cho , Hakata-ku, Fukuoka City
	8
	1-9, Shinsakae 2-chome, Naka-ku, Nagoya City
	9
	14-18, Kokubun-cho 2-chome, Aoba-ku, Sendai City
	10
	4-32-22 Nishishinjuku Shinjuku-Ku, Tokyo
Maintaining the Board of Directors	The Company shall maintain the Board of Directors.
Maintaining Statutory auditors	The Company shall maintain the Statutory auditors.
Maintaining the Board of Statutory auditors	The Company shall maintain the Board of Statutory auditors.
Maintaining the Accounting auditors	The Company shall maintain the Accounting auditors.

This is a document certifying all the effective matters recorded on the Commercial Register at present.

6 October 2015

Shinjuku Branch of the Tokyo Legal Affairs Bureau

Registrar

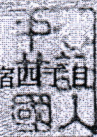
Yoshihumi Kagami (Official Seal)

現在事項全部証明書

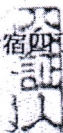
東京都新宿区西新宿四丁目32番22号
株式会社フジタ

会社法人等番号	0110-01-039242
商号	株式会社フジタ
本店	東京都新宿区西新宿四丁目32番22号
公告をする方法	<p>電子公告とする。 http://www.fujita.co.jp/ ただし、事故その他やむを得ない事由によって 電子公告による公告をすることができない場合 は、日本経済新聞に掲載して行う。</p>
会社成立の年月日	平成14年10月1日
目的	<ol style="list-style-type: none"> (1) 建設工事の請負、企画、設計、監理およびコンサルティング業務 (2) 宇宙開発、海洋開発、地域開発、都市開発、資源開発および環境整備等に関する調査、企画、設計、監理およびコンサルティング業務 (3) 不動産の売買、交換、賃貸、管理およびこれらの代理もしくは仲介に関する業務ならびに不動産の鑑定評価 (4) 金融商品取引法に基づく第二種金融商品取引業、投資助言・代理業および投資運用業 (5) 不動産特定共同事業法に基づく事業 (6) 宅地の造成および分譲ならびに住宅の建設および分譲に関する業務 (7) 土壌汚染の状況調査および除去等に関する業務 (8) 建物、構築物およびその設備の保守および管理に関する事業 (9) 宿泊施設、スポーツ施設、レクリエーション施設、健康・医療施設、教育施設、飲食店等の保有、経営およびコンサルティング業務ならびに旅行代理店業 (10) 工業所有権、著作権等の無体財産権、ノウハウその他ソフトウェアの企画開発、取得、賃貸および販売ならびに情報処理サービス業 (11) コンピュータ機器、エレクトロニクス機器等の開発、販売および賃貸ならびに保守および管理に関する事業 (12) 情報通信システムに係る企画開発および販売等に関する事業 (13) マルチメディアの研究開発に関する事業 (14) 建設用資材、機器および機械装置の製造、加工、販売および賃貸 (15) 労働者派遣事業 (16) 金銭の貸付その他の金融業務 (17) 前各号に付随する一切の事業
単元株式数	100株
発行可能株式総数	5億4500万株

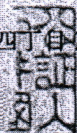
東京都新宿区西新宿四丁目3番22号
株式会社フジタ



発行済株式の総数 並びに種類及び数	発行済株式の総数 1888万8889株	
資本金の額	金140億220万5010円	
株式の譲渡制限に 関する規定	当会社の株式の譲渡または取得については、株主または株式取得者は、あらかじめ取締役会の承認を得なければならない。	
株主名簿管理人の 氏名又は名称及び 住所並びに営業所	東京都千代田区丸の内一丁目4番1号 三井住友信託銀行株式会社 東京都千代田区丸の内一丁目4番1号 三井住友信託銀行株式会社 証券代行部	
役員に関する事項	取締役 奥村 洋 治	平成27年 4月 1日就任
	取締役 金 久 保 篤 司	平成27年10月 1日就任
	取締役 岩 佐 誠	平成27年10月 1日就任
	取締役 土 屋 達 朗	平成27年 4月 1日就任
	取締役 金 子 賜	平成27年 4月 1日就任
	取締役 藤 謙 一 郎	平成27年10月 1日就任
	取締役 浅 川 正 幸	平成27年 4月 1日就任
	取締役 安 井 正 春	平成27年10月 1日就任
	取締役 平 野 徹	平成27年 4月 1日就任



取締役	高橋年秋	平成27年10月1日就任
取締役	岩井茂	平成27年10月1日就任
取締役	藤井正裕	平成27年10月1日就任
取締役	香曾我部武	平成27年4月1日就任
取締役	土田和人	平成27年4月1日就任
取締役	芳井敬一	平成27年4月1日就任
東京都国分寺市南町一丁目9番19号 代表取締役	奥村洋治	平成27年4月1日就任
長野県長野市大字石渡130番地7 代表取締役	金久保篤司	平成27年10月1日就任
埼玉県狭山市大字水野606番地の70フラワ ーヒル60-7 代表取締役	七屋達朗	平成27年4月1日就任
神奈川県茅ヶ崎市東海岸北三丁目14番18号 代表取締役	金子賜	平成27年4月1日就任
監査役	丹羽正博	平成24年6月28日就任
監査役	中村剛	平成27年10月1日就任
監査役 (社外監査役)	青木重道	平成27年10月1日就任



	監査役 但 木 敬 一 (社外監査役)	平成24年 6月28日就任
	監査役 長 嶋 和 雄 (社外監査役)	平成24年 6月28日就任
	会計監査人 有限責任監査法人トーマツ	平成27年 6月25日重任
取締役等の会社に対する責任の免除に関する規定	<p>当社は、会社法第426条第1項の規定により、任務を怠ったことによる取締役（取締役であった者を含む。）の損害賠償責任を、法令の限度において、取締役会の決議によって免除することができる。</p> <p>当社は、会社法第426条第1項の規定により、任務を怠ったことによる監査役（監査役であった者を含む。）の損害賠償責任を、法令の限度において、取締役会の決議によって免除することができる。</p> <p>当社は、会社法第426条第1項の規定により、任務を怠ったことによる会計監査人（会計監査人であった者を含む。）の損害賠償責任を、法令の限度において、取締役会の決議によって免除することができる。</p>	
非業務執行取締役等の会社に対する責任の制限に関する規定	<p>当社は、会社法第427条第1項の規定により、社外取締役との間に、任務を怠ったことによる損害賠償責任を、限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、会社法第425条第1項各号に規定する金額の合計額とする。</p> <p>当社は、会社法第427条第1項の規定により、社外監査役との間に、任務を怠ったことによる損害賠償責任を、限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、会社法第425条第1項各号に規定する金額の合計額とする。</p> <p>当社は、会社法第427条第1項の規定により、会計監査人との間に、任務を怠ったことによる損害賠償責任を、限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、会社法第425条第1項各号に規定する金額の合計額とする。</p>	
支 店	1 東京都渋谷区千駄ヶ谷四丁目2-5番2号	
	2 千葉市中央区弁天一丁目1-5番1号	
	3 さいたま市大宮区桜木町一丁目7番地5	
	4 横浜市中区尾上町五丁目7-8番地	
	5 大阪市北区堂島二丁目1番16号	

東京都新宿区西新宿四丁目3番22号
株式会社フジタ

	6 広島市中区中町8番6号
	7 福岡市博多区下川端町1番1号
	8 名古屋市中区新栄二丁目1番9号
	9 仙台市青葉区国分町二丁目14番18号
	10 東京都新宿区西新宿四丁目3番22号
取締役会設置会社 に関する事項	取締役会設置会社
監査役設置会社 に関する事項	監査役設置会社
監査役会設置会社 に関する事項	監査役会設置会社
会計監査人設置会社 に関する事項	会計監査人設置会社

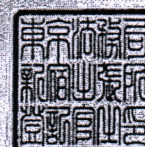
これは登記簿に記録されている現に効力を有する事項の全部であることを証明
した書面である。

平成27年10月 6日

東京法務局新宿出張所

登記官

加々美喜文



整理番号 ミ095389

* 下線のあるものは抹消事項であることを示す。

5/5

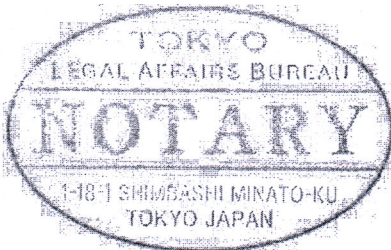


Registered No. 1226

NOTARIAL CERTIFICATE

This is to certify that KEIKO ISHIGAKI, an agent of YOJI OKUMURA, President and CEO, Representative Director of FUJITA CORPORATION, has stated in my very presence that said YOJI OKUMURA has acknowledged himself to have signed the attached document.

Dated this 28th day of October, 2015.

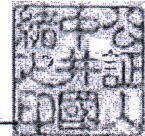


Kunio Nakai

KUNIO NAKAI

Notary

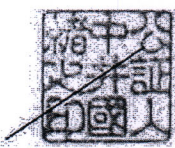
1-18-1 Shimbashi, Minato-ku, Tokyo, Japan
Tokyo Legal Affairs Bureau





平成 27 年 登簿 第 1226 号
認 証

添付書面の作成者である 株式会社フジタ 代表取締役 奥村洋治 の代理人
石垣敬子 は本職に対し、前記 奥村洋治 がその署名を自認している旨、陳述
した。

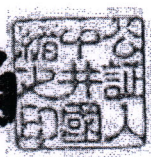


よって、これを認証する。

平成 27 年 10 月 28 日、本公証人役場において
東京都港区新橋 1 丁目 18 番 1 号
東京法務局 所属

公 証 人
Notary

中井國雄
KUNIO NAKAI



総公証 №160797 号

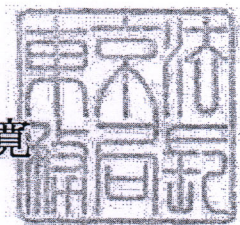
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成 27 年 10 月 28 日

東京法務局長

加藤朋寛



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary,
duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal
appearing on the same is genuine.

Date 10/28/2015

Tomohiro KATO
Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in
Japan, this is to certify that the Seal
affixed hereto is genuine.

Date 10/28/2015

A. Ogawa
Ayako OGAWA

Tokyo, _____

Official
Ministry of Foreign Affairs
(Consular Service Division)



**“MINUTES OF THE BOARD OF DIRECTORS RESOLUTION”
MEETING WAS HELD ON 19 JANUARY 2017 AT FUJITA CORPORATION
“EXTRACT MINUTES OF THE BOARD OF DIRECTORS’ RESOLUTION”**

**REF: TO BE INCORPORATED A JOINT VENTURE COMPANY IN THE REPUBLIC OF THE
UNION OF MYANMAR WITH 80% SHARE OF FUJITA CORPORATION.**

Resolutions:-

- (1) All Directors have decided that the Subsidiary Company under mentioned name will be incorporated as a joint venture company in the Republic of the Union of Myanmar with 80% share ratio.

Subsidiary of FUJITA CORPORATION

**Name: Myaung Mya FM Biomass Power Co., Ltd. (or) the name which in line with
the rules of company registration office.**

- (2) All Directors have decided that the following persons will become the Representative(s) as Director(s) for and on behalf of the **Myaung Mya FM Biomass Power Co., Ltd. (or) the name which in line with the rules of company registration office** in the Republic of the Union of Myanmar.

(A) Mr. Saeki Yoshio, holding Passport No. TK3455209

(B) Mr. Ishii Tomohiro, holding Passport No. MU3912615

(C) Mr. Inoue Shoichi, holding Passport No. TH 7677871

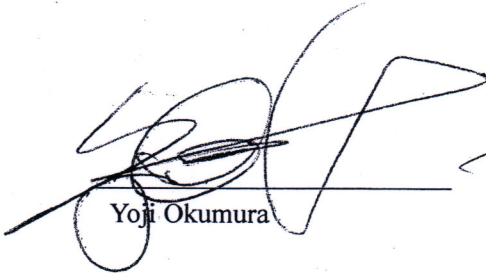

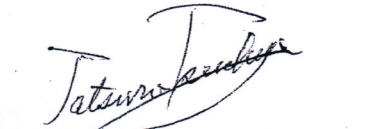
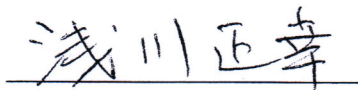
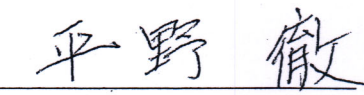
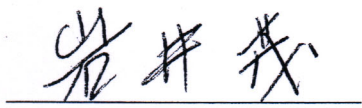
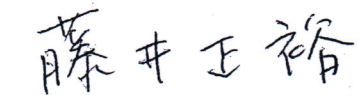
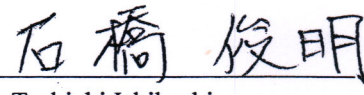
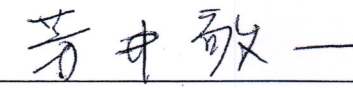


 Daiwa House Group®

Fujita Corporation

4-25-2, Sendagaya, Shibuya-ku, Tokyo, 151-8570 Japan
Telephone: (03)3402-1911

Board of Directors of the **FUJITA CORPORATION.**


Yoji Okumura
Tamo Kaneko
Tatsuro Tsuchiya
Masayuki Asakawa
Toru Hirano
Shigeru Iwai
Masahiro Fujii
Toshiaki Ishibashi
Kazuto Tsuchida
Keiichi Yoshii



SUMITOMO MITSUI
BANKING CORPORATION

CERTIFICATE OF BALANCE: ACCOUNTS

MESSRS. FUJITA CORPORATION

2017. 5. 19.

(YEN)

TYPE OF ACCOUNT	BALANCE	REMARKS (AMOUNT OF UNCLEARED FUNDS INCLUDED IN THE BALANCE)
CURRENT ACCOUNT	* 11,598,459,228	* 0
ORDINARY DEPOSIT	* 56,265,842	* 0
SAVINGS DEPOSIT	**	**
DEPOSIT AT NOTICE	* 0	* 0
INSTALLMENT SAVINGS	**	**
TIME DEPOSIT	* 0	* 0
SPECIAL DEPOSIT	* 0	* 0
DEPOSIT FOR TAX PAYMENT	**	**
NON-RESIDENT YEN ACCOUNT	**	**

WE HEREBY CERTIFY THAT THE STATEMENT ON THE LEFT SHOWS THE BALANCE(S) OF THE CUSTOMER'S ACCOUNT(S) WITH US AT THE CLOSE OF BUSINESS ON THE ABOVE DATE. THIS CERTIFICATE IS NOT TO CERTIFY THE SITUATION REGARDING ANY SECURITY RIGHT, OR ARRIVAL OF ANY ATTACHMENT ORDER WITH RESPECT TO THE FOREGOING ACCOUNT(S).

2017. 5. 23.

SUMITOMO MITSUI
BANKING CORPORATION
HEAD OFFICE

Akiko Tsuchiya
AUTHORIZED SIGNATURE
Vice President AKIKO TSUCHIYA
TEL 03-3282-1111

ANY ALTERATION OR CORRECTION MADE HEREIN INVALIDATES THIS CERTIFICATE.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်တရားရုံး

000513

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

စာမှတ်၁၃၄..... / ၂၀၁၂-၂၀၁၃

မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေအရ မြန်မာ အင်္ဂလိပ်စာပတ်ဘလစ် ကော်ပိုရေးရှင်း
(အမ်အေပီစီအို) လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၂ ခုနှစ်၊ ဧပြီလ ၅ ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား
၂၀၁၅ ခုနှစ်၊ ဧပြီလ ၂၄ ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. 134 of 2012-2013

I hereby certify that the tenure of MYANMAR AGRIBUSINESS PUBLIC
CORPORATION (MAPCO) LIMITED

incorporated under the Myanmar Companies Act on 5th APRIL, 2012

is renewed with effected from 24th APRIL, 2015

For Director General
(Nilar Mu, Director)

Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က)	အုပ်ချုပ်မှုဒါရိုက်တာအမည်	ဦးရဲမင်းအောင် (၁၂/တမန(နိုင်)၀၉၄၅၈၂)
(ခ)	ကုမ္ပဏီ ရုံးခန်းလိပ်စာ	အမှတ်(၁၀၀)၊ ဝါးတန်းလမ်းနှင့်ကမ်းနားလမ်း၊ အမြန်လမ်းခဘေး ဝါးတန်းဆိပ်ကမ်းစရိယာ၊ ဆိပ်ကမ်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
(ဂ)	ဆက်သွယ်ရန် ဖုန်းနံပါတ်	၀၁-၂၁၈၂၆၇၊ ၀၉-၈၆၂၃၄၃၊ ၀၉-၅၀၅၈၀၀၁
(ဃ)	ဒါရိုက်တာများ အမည်စာရင်း	၇။ ဦးအောင်မြင့် ၁၁။ ဦးလှဦး(ခ)ဦးလီမင်း ၁၂/လသန(နိုင်)၀၀၀၂၉၉ ၁၂/လပတ(နိုင်)၀၃၅၆၉၂ ၈။ ဦးဇော်ဝင်းဦး ၁၂။ ဦးမောင်မောင်တင်
၁။ ဦးချစ်ခိုင်(ဥက္ကဋ္ဌ)	၄။ ဦးသောင်းဝင်း	၁၂/ရကန(နိုင်)၀၆၈၅၄၉ ၁၂/ဆကခ(နိုင်)၀၁၀၈၂၅
၁၂/အစန(နိုင်)၀၇၈၂၆၃	၁၂/စခန(နိုင်)၀၂၉၀၃၆	၉။ ဦးမင်းလွင်အောင် ၁၃။ ဦးကျော်ကျော်ဝင်း
၂။ ဦးအောင်သန်းဦး	၅။ ဒေါက်တာစိုးထွန်း	၅/ရတန(နိုင်)၀၃၂၈၃၃ ၁၂/လမတ(နိုင်)၀၂၁၀၉၂
၁၂/သလန(နိုင်)၀၃၃၄၂၉	၃/ဘအန(နိုင်)၀၀၈၁၃၆	၁၀။ ဦးလှမျိုး ၁၄။ ဦးထွန်းလွင်
၃။ ဦးအာလု	၆။ ဦးတင်မောင်လှိုင်	၉/မနတ(နိုင်)၀၀၁၅၄၉ ၁၂/လမတ(နိုင်)၀၁၃၇၆၃
၁၄/ဟသတ(နိုင်)၀၄၄၂၄၄	၁၂/စခန(နိုင်)၀၅၇၉၈၂	

မှတ်ချက်၊ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၅-၄-၂၀၁၅)မှ (၄-၄-၂၀၂၀) ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင် လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင် မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အမည်အစား ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည်။

လာရောက်ထုတ်လုပ်သည့်ရက်စွဲ-

Su
ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သန္တာစိုး၊ လက်ထောက်ညွှန်ကြားရေးမှူး)

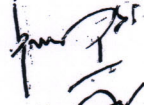


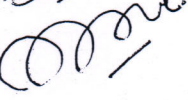


မြန်မာနိုင်ငံလယ်ယာစီးပွားရေးအများပိုင်ကော်ပိုရေးရှင်းလီမိတက်

ဒါရိုက်တာအဖွဲ့အစည်းအဝေးမှတ်တမ်း

ကျင်းပသည့်နေ့ရက် - ၂.၁.၂၀၁၇(တနင်္လာနေ့.)
 ကျင်းပသည့်အချိန် - နံနက်(၁၀း၀၀)နာရီ
 ကျင်းပသည့်နေရာ - MAPCO Office (Meeting Room)

၁။ အစည်းအဝေးတက်ရောက်သူများစာရင်း

အမည်	ရာထူး	လက်မှတ်
၁.၁. ဦးရဲမင်းအောင်	အုပ်ချုပ်မှုဒါရိုက်တာ	
၁.၂. ဦးသောင်းဝင်း	အမှုဆောင်ဒါရိုက်တာ	
၁.၃. ဦးအောင်မြင့်	အမှုဆောင်ဒါရိုက်တာ	
၁.၄. ဦးကျော်ကျော်ဝင်း	အမှုဆောင်ဒါရိုက်တာ	

၂။ ဆွေးနွေးချက်များ

- ၂.၁. ယခု ကျင်းပသည့် ဒါရိုက်တာအဖွဲ့အစည်းအဝေးတွင် အုပ်ချုပ်မှုဒါရိုက်တာ ဦးရဲမင်းအောင် မှ အဖွင့် အမှာစကားပြောကြားခဲ့ပါသည်။
- ၂.၂. ဆွေးနွေးချက်တွင် မိမိတို့ Myanmar Agribusiness Public Corporation Ltd (MAPCO) နှင့် Fujita Corporation ("FUJITA") တို့ပူးပေါင်း၍ Myaung Mya FM Biomass Power Co., Ltd အမည်ဖြင့် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နှင့်အညီဖက်စပ်ကုမ္ပဏီ ဖွဲ့စည်း တည်ထောင် မည်ဖြစ်ပါသည်။ ၎င်းကုမ္ပဏီမှ ဧရာဝတီတိုင်းဒေသကြီး၊မြောင်းမြခရိုင်တွင် (၁.၆)မက်ဂါဝက် အား ရှိသော စပါးခွံသုံးလျှပ်စစ်ဓါတ်အားပေး စက်ရုံ တည်ထောင်ခြင်းလုပ်ငန်းအားမြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်ရယူ၍ဆောင်ရွက်မည်ဖြစ်ပါသည်။၎င်းဖက်စပ်ကုမ္ပဏီ တည်ထောင်ခြင်းနှင့်ပတ်သက်၍ MAPCO မှ မတည်ရင်းနှီးငွေ ၂၀% ထည့်ဝင်မည်ဖြစ်ပြီး MAPCO ၏ အုပ်ချုပ်မှုဒါရိုက်တာဦးရဲမင်းအောင်အား ၎င်း Myaung Mya FM Biomass Power Co., Ltd တွင် MAPCO ဘက်မှကိုယ်စားပြုဒါရိုက်တာအဖြစ်ရွေးချယ်တင်မြှောက်ရန်ဆွေးနွေးခဲ့ကြပါသည်။

၃။ ဆုံးဖြတ်ချက်များ

- ၃.၁. Myaung Mya FM Biomass Power Co., Ltd အတွက် MAPCO မှ မတည်ရင်းနှီးငွေ ၂၀% ထည့်ဝင်ရန်။

၃.၂. MAPCO ၏ အုပ်ချုပ်မှုဒါရိုက်တာဦးရဲမင်းအောင်အားသင်းကုမ္ပဏီတွင် MAPCO ကိုယ်စားပြု ဒါရိုက်တာအဖြစ်ရွေးချယ်တင်မြှောက်ရန် ဆုံးဖြတ်ခဲ့ကြပါသည်။

နေ့လည် (၁၂:၀၀)နာရီအချိန်တွင် အစည်းအဝေးပြီးဆုံးပါသည်။

မှတ်တမ်းတင်သူ



(သီတာမြင့်မောင်)
Assistant Manager

အတည်ပြုသူ



(နေမျိုးဝင်း)
General Manager

ဖြန့်ဝေခြင်း - မြန်မာနိုင်ငံလယ်ယာစီးပွားရေးအများပိုင်ကော်ပိုရေးရှင်းလီမိတက်(MAPCO)

- ဥက္ကဋ္ဌရုံး (Via Mail)
- အုပ်ချုပ်မှုဒါရိုက်တာရုံး (Via Mail)
- အမှုဆောင်ဒါရိုက်တာများ (Via Mail)
- ရုံးလက်ခံ

Myanma Apex Bank®

Account No : 0030133003005721020 (MMK)

Name : MYANMAR AGRIBUSINESS PUBLIC CORPORATION LIMITED 134/2012-2013

CHIT KHAING 12/AHSANA(N)078263

YE MIN AUNG 12/TAMANA(N)094582

AUNG MYINT 12/LATHANA(N)010299

THAUNG WIN 12/SAKHANA(N)029036

Address : NO.24,8/FLUMFCCI MINYEKYAWSWAR STREET LANMADAW YANGON WEST YANGON

SNo	Date	Trans. Type	Narrative	Cheque No.	Debit Amount	Credit Amount	Balance
1	01/07/2017	B/F					2,206,552,337.68
2	03/07/2017	SWO	003 thet thet khine 09420292999		519,787,500.00		1,686,764,837.68
3	03/07/2017	SWO	002		311,242,150.00		1,375,522,687.68
4	03/07/2017	CHD	003|DAW PHYU LAY			150,000.00	1,375,672,687.68
5	03/07/2017	CHD	003|DAW PHYU LAY			6,244,500.00	1,381,917,187.68
6	03/07/2017	SWO	ONLINE SWEEP OUT		498,752,345.00		883,164,842.68
03/07/2017		Balance					883,164,842.68

Previous Balance	+	Total Deposit	-	Total Withdrawl	=	Total Balance
2,206,552,337.68	+	6,394,500.00	-	1,329,781,995.00	=	883,164,842.68

No. of Cash Withdrawls	=	0	No. of Transfer Withdrawls	=	3
No. of Cash Deposit	=	2	No. of Transfer Deposit	=	0

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.


 MANAGER
 ACCOUNTS DEPARTMENT

Shwe Dagon Pagoda Road Branch

No.1/5,Coner of Shwe Dagon Road and Strand Road Latha Township
Yangon, Myanmar